

# Mono County Local Transportation Commission

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## AGENDA

August 11, 2014 – 9:00 A.M.

Town/County Conference Room, Minaret Village Mall, Mammoth Lakes  
Teleconference at CAO Conference Room, Bridgeport

*\*Agenda sequence (see note following agenda).*

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**
2. **INTRODUCTION OF COMMISSIONER SHIELDS RICHARDSON**
3. **PUBLIC COMMENT**
4. **MINUTES:** Approve minutes of June 9, 2014 (*no July meeting*) – **p. 1**
5. **ADMINISTRATION:**
  - A. **PUBLIC HEARING (9:10 a.m.):** Consider changing the Regional Transportation Plan (RTP) adoption cycle from five years to four years & provide any desired direction to staff – **p. 4**
  - B. Approve resolution R14-12 authorizing executive director's signature on Master Fund Transfer Agreement – **p. 8**
  - C. Receive Local Transportation Fund (LTF) status update (*Megan Mahaffey*) – **p. 26**
6. **COMMISSIONER REPORTS**
7. **LOCAL TRANSPORTATION:** No items
8. **TRANSIT**
  - A. Eastern Sierra Transit Authority (ESTA) update – **p. 28**
  - B. Yosemite Area Regional Transportation System (YARTS) update
9. **CALTRANS**
  - A. Report activities in Mono County & provide pertinent statewide information
10. **INFORMATIONAL:** No items
11. **QUARTERLY REPORTS**
  - A. Town of Mammoth Lakes – **p. 31**
  - B. Mono County – **p. 37**
  - C. Caltrans – **p. 41**
12. **UPCOMING AGENDA ITEMS**
13. **ADJOURN** to September 8, 2014

***More on back...***

**\*NOTE:** Although the LTC generally strives to follow the agenda sequence, it reserves the right to take any agenda item – other than a noticed public hearing – in any order, and at any time after its meeting starts. The Local Transportation Commission encourages public attendance and participation.

In compliance with the Americans with Disabilities Act, anyone who needs special assistance to attend this meeting can contact the commission secretary at 760-924-1804 within 48 hours prior to the meeting in order to ensure accessibility (see 42 USCS 12132, 28CFR 35.130).

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## DRAFT MINUTES

June 9, 2014

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**COUNTY COMMISSIONERS:** Tim Fesko, Fred Stump **ABSENT:** Larry Johnston (no alternate)

**TOWN COMMISSIONERS:** Jo Bacon, Sandy Hogan, Matthew Lehman

**COUNTY STAFF:** Scott Burns, Gerry Le Francois, Garrett Higerd, Megan Mahaffey, C.D. Ritter

**TOWN STAFF:** Peter Bernasconi, Grady Dutton

**CALTRANS:** Tom Hallenbeck, Ryan Dermody, Dennee Alcalá

**ESTA:** John Helm

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1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE:** Chair Jo Bacon called the meeting to order at 9:03 a.m., and departing commissioner Matthew Lehman led the pledge of allegiance.

2. **PUBLIC COMMENT:** Grady Dutton, new Town of Mammoth Lakes public works director, introduced himself.

3. **MINUTES:**

**MOTION:** Approve minutes of May 12, 2014, as submitted. *(Fesko/Hogan. Ayes: 5-0. Absent: Johnston.)*

4. **ACTION ITEMS:**

A. **North County Passing Lanes:** Gerry Le Francois asked Commission to memorialize the North County Passing Lanes, already shown in the Regional Transportation Plan (RTP) as two projects (North Conway and Bridgeport passing lanes). Funding: Mono 40%; Inyo & Kern, 10% each; and State 40%.

**MOTION:** Adopt Resolution R14-09 directing staff to incorporate the North County Passing Lanes into the RTP as an MOU project. *(Fesko/Hogan. Ayes: 5-0. Absent: Johnston.)*

B. **Local Transportation Fund (LTF) allocations & apportionments:** Megan Mahaffey received letters from participating entities. LTF revenue was higher than projected, so \$10,000 was budgeted for administration costs. R14-10: Hallenbeck clarified that "Business, Transportation & Housing" is now "State Transportation Agency." Resolution refers to background, so reference is appropriate.

**MOTION:** Adopt Resolution R14-10 approving Local Transportation Fund (LTF) allocations & apportionments Adopt Resolution R14-10 approving Local Transportation Fund (LTF) allocations & apportionments *(Lehman/Stump. Ayes: 5-0. Absent: Johnston.)*

C. **State Transit Assistance (STA) allocations & apportionments:** Megan Mahaffey noted portion to Mono and Inyo. Helm described 99313 on fuel tax revenues, 99314 on ESTA's revenues. Split 99314 between two counties, with 70% to Mono.

**MOTION:** Adopt Resolution R14-11 approving State Transit Assistance (STA) allocations & apportionments *(Hogan/Stump. Ayes: 5-0. Absent: Johnston.)*

D. **Regional Surface Transportation Program (RSTP) Federal Exchange Program:** Megan Mahaffey noted work element in OWP could get more safety research. Scott Burns described it as new money, new program, possibly project eligible, above and beyond the usual. Grant applications are in, projects to direct money toward. Direct project costs only. State highways? *Regional level doesn't know about it yet.*

**MOTION:** Authorize LTC executive director to execute Regional Surface Transportation Program (RSTP) Federal Exchange Program (*Lehman/Fesko. Ayes: 5-0. Absent: Johnston.*)

**E. Overall Work Program Agreement: Megan noted final step in signing OWPA.**

**MOTION:** Authorize LTC executive director to sign Overall Work Program Agreement and certification & assurances (*Fesko/Hogan. Ayes: 5-0. Absent: Johnston.*)

5. **COMMISSIONER REPORTS: Stump:** Mammoth Unified School District (MUSD) plans to either move or abolish Head Start building. Apparently not returning to LTC, so request update from MUSD. Convict Resort owner is interested in paying for conduit burial for fiber optic line to resort. Received road maintenance requests from constituents, so recommended setting aside money. **Hogan:** Yosemite Area Regional Transportation System (YARTS) board meets in Mammoth July 28. **Fesko:** Conway rehab started; huge machine for asphalt recycling. **Lehman:** When new to LTC, lots of new info. Workshop for new members, with acronyms and flow chart would be helpful. Hallenbeck cited Caltrans' standard briefing, which Stump found helpful. **Bacon:** Acknowledged Commissioner Lehman's participation and contribution to LTC; attendees applauded.

6. **ADMINISTRATION:** No items

7. **LOCAL TRANSPORTATION:**

A. **Rock Creek Road:** Garrett Higerd cited issue with Southern California Edison (SCE) at recent meeting, developing quickly, very concerned. SCE needs to replace underground power cable, could involve > nine miles of trenching up middle of road. However, paving contractor is already at work. SCE needs encroachment permits from both counties and new or amended special use permit. Meeting today in Bishop. Higerd presented a letter to SCE demanding SCE either fast-track the project to install cable prior to asphalt paving, or eliminate need for trenching by exploring and funding alternatives. SCE is bound by Public Utilities Commission to maintain provided service, perhaps a quota to replace underground wire. This would be a cheaper alternative to an urban environment. The Federal Highway Administration (FHWA) has been accommodating, willing to work with SCE to expedite the project. Maybe use rock saw instead of traditional excavator. Need SCE to cut to chase. County Counsel is reviewing encroachment permits. Can't deny, but could require significant mitigation. USFS involved? *Yes, Inyo; FHWA also.* Trenching along shoulder? *Environmental constraints. Mono and USFS say no overhead lines. SCE cost = \$5 million to \$9 million. Promote green energy. Rate payers, not SCE would pay it. Solar is outside SCE's scope. Enough money is at stake to give to USFS for on-site power generation. Delay 10-15 years? Construction had already started when SCE contacted Mono. Deadline date is needed.*

**MOTION:** Approve letter as amended: "explore **and fund**"; send to Debbie Hess, regional manager. (*Stump/Hogan. Ayes: 5-0. Absent: Johnston.*)

8. **TRANSIT**

A. **Eastern Sierra Transit Authority (ESTA):**

1. **Proposed 2014-15 transit services:** John Helm outlined changes from north to south. Reds Meadow shuttle had early start, 30% Memorial Day increase over last year. Had 140,000 passenger trips June through Labor Day. Regional routes are funded by Transportation Development Act (TDA). Mammoth Express from Bishop considers weekend service. Intercity routes: Reno from Lone Pine. \$90,000/yr from TDA & Inyo LTC. Operating costs for Red, Green, Yellow, and Blue lines are fully funded by Mammoth Mountain Ski Area. Had 750,000 passenger trips/season. Agreement is flexible, so service was reduced during slow winter. Losses sustained? *Covered by monthly fixed fee.*

Commissioner Hogan asked about Purple and Gray routes earlier and later for workers. *To be discussed later this week.* Whitmore Pool route? *Yes, three trips/day. Kids fare to Reds? Not reduced, but hasn't increased. Big transition from private operator. Still monitoring nature of operating expenses with equipment. No need for increase foreseen.*

Joint Powers Authority? Legally joint powers agreement authority, referred to as local government.

2. **Update:** Mono Senior Services pilot program needs volunteer driver. Federal grant funds four months, seeking ongoing funding. "Next-bus" = notice of upcoming buses. New trolley for Lakes Basin with federal grant. Promotional fare to Whitmore Pool: \$10 pass for \$1/ride instead of \$3/ride.

9. **Yosemite Area Regional Transportation System (YARTS):** Scott Burns reported focus on potential new partners: Fresno next year and interest from Manteca, Modesto, possibly Stockton. Mono Tourism presented a video. National Park Service has transportation person, looking at Merced and Tuolumne river plans. Hogan stated Oakhurst residents wanted bus to stop if passing through, despite Madera County's opposition. Bus was perceived as a threat to driving a car to Yosemite.

10. **CALTRANS**

A. **Activities in Mono County & pertinent statewide information:** Ryan Dermody noted school's out, and summer construction is beginning; please watch for children and construction workers when driving. Introduced Dennee Alcalá. Map and project list from District 8: SR 58 east at Kramer Junction, construction scheduled to begin in 2017; US 395 near Adelanto, Phase 1 construction scheduled to begin in 2016 (Phases 2 and 3 do not have construction dates yet). Split into three parts for four-lane. How difficult south of Adelanto? Hallenbeck cited economic slowdown. Down to US 15 or high desert corridor. New thought process. Connect to 15 on horizontal exit to avoid Adelanto. SR 18: Pearblossom or air base connect to 395. Kramer Junction: Interchange proposed in 2017.

Tom Hallenbeck indicated bike commute month in May will expand to Mono County next year. Inyo County won, and Los Angeles Department of Water & Power had 20% participation.

B. **Transportation Concept Report (TCR) for US 395 in Kern, Inyo, & Mono counties:** Dennee Alcalá sent draft form to stakeholders for feedback. The document lays out the big picture for 20+ years. SR 203 TCR? *Yes, every highway has five- to seven-year refresher.* Electric-vehicle charging stations? *Tom Hallenbeck identified it as a future consideration. One is installed in Bishop at Caltrans employee parking area.* Commissioner Hogan suggested USFS visitor centers as good sites. Commissioner Lehman noted Tesla has connections into Reno, and SoCal is its largest market. Desire exists, but needs coordination. Hallenbeck mentioned hydrogen vehicles and suggested consideration of all modes, all types. Lehman noted private sector is willing to install. Commissioner Stump thought if Rock Creek Road connected to Lower Rock Creek Road, south intersection could be eliminated, with intersection only at Tom's Place. Caltrans accident data currently does not show an issue at this location. Stump had a request for a right-turn lane at McGee Creek on US 395; also US 6 in Chalfant. Stump would like warning lights for highway crossing. Ryan Dermody indicated Forest Becket is working with Garrett Higerd in looking at the proposal. Stump urged Caltrans to expedite shoulder widening north to state line. Truck traffic is substantial due to no inventory tax in Nevada, proposed utility corridors. Commissioner Hogan questioned missing acronym: CAPM = CApital Preventive Maintenance. AUM = Animal Unit Month, a grazing term, = measure for the amount of consumable forage for grazing animals. Stump described US 6 as an agricultural area with ag equipment on the highway. Dermody indicated that Caltrans has a project list known as the District System Management Plan.

C. **Transportation Concept Report (TCR) for SR 158 (June Lake Loop):** Commissioner Stump requested draft of SR 158 for Supervisor Alpers.

11. **INFORMATIONAL**

A. **Active Transportation Program grant submittals:** Le Francois noted lots of applications statewide, but didn't know how many rurals. California Transportation Commission will screen projects, decide Aug. 20.

B. **LTC Handbook revision:** Follow-up info only.

12. **UPCOMING AGENDA ITEMS:** 1) SWITRS accident data; 2) MUSD on Head Start (via email); 3) new commissioner briefing. Maybe skip July?

13. **ADJOURN** at 10:40 a.m. to August 11, 2014.

*Prepared by C.D. Ritter, LTC secretary*

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August 11, 2014

**TO:** Mono County Local Transportation Commission

**FROM:** Gerry LeFrancois, Principal Planner  
Scott Burns, Director

**RE:** Regional Transportation Plan (RTP) Update Cycle

### **RECOMMENDATION**

Following the close of the public hearing, elect to establish a four-year Regional Transportation Plan update cycle, and provide any desired direction to staff.

### **RTP / RTIP CONSISTENCY**

The proposed update cycle will ensure that the RTP is kept current, improve its integration with the housing element update cycles of the Town of Mammoth Lakes and Mono County, and enhance consistency and collaboration of local planning processes. Although the action will cause the RTP to be updated every four years rather than five years, the LTC has adequate state funding to accommodate the shift. Both the Town of Mammoth Lakes and Mono County would benefit by shifting their requirement to fund housing element updates from every five years to every eight years, thus providing more local discretion on update timing to reflect local circumstances and allowing for significant housing element update cost savings.

### **DISCUSSION**

As a follow-up to April's LTC discussion regarding the implications of SB 375, this item would allow for improved coordination between the LTC and the general plan updates of the Town of Mammoth Lakes and Mono County. SB 375 changes housing element law to synchronize the schedule and develop common land use assumptions for regional housing and transportation planning. Given the recent RTP update last December, and the current comprehensive RTP update and EIR scheduled for adoption by June 2015, SB 375 enables the LTC to align RTP updates with housing element updates of the Town of Mammoth Lakes and Mono County. The primary advantage of this action is to allow less frequent updates of the region's housing elements, as may be warranted by local circumstances. The following information provided by Jess Negrete of the State Department of Housing and Community Development (HCD) summarizes the process:

To enable a jurisdiction to shift from a five year to an eight- year housing element planning period for the sixth cycle, the County RTPA may: 1) elect to adopt its RTP every four years; 2) make the election 54 months prior to the deadline to adopt the sixth cycle element; and 3) complete the RTP within three years of notice of election. To be safe, since the sixth housing element is due June 30, 2019, the election to shift to a four-year RTP should occur by the end of 2014. Below are the requirements per GC Section 65080(b)(2)(M). SB 375 allows attainment MPOs and RTPAs the option to elect shifting from a five-year RTP to a four-year RTP update, with the following conditions:

- The election is made by the board of directors at least 54 months (4.5 years) prior to the deadline for the adoption of housing elements for jurisdictions within the region, *after a public hearing at which comments are accepted from members of the public and representatives of cities and the county covered by the RTPA.*
- Notice of public hearing shall be given to the general public and by mail to cities and counties within the region no later than 30 days prior to the date of the public hearing.
- Notice of election shall be promptly given to HCD.
- The next RTP shall be completed within three years of the notice of election.

In accordance with the noted requirements, this hearing has been properly noticed, including consultation with HCD and representatives of the Town of Mammoth Lakes and Mono County. Both Town and County staff are supportive of the proposed action, and no adverse comments have been received. Please contact Principal Planner Gerry Le Francois at 760.924.1810 if you have questions concerning this matter.

**ATTACHMENT**

- HCD email
- Public hearing notice

**From:** Negrete, Jess@HCD [<mailto:Jess.Negrete@hcd.ca.gov>]  
**Sent:** Wednesday, November 06, 2013 10:16 AM  
**To:** Scott Burns  
**Subject:** Election resulting in 8-year HE

Scott,

To enable a jurisdiction to shift from a 5 year to an 8-year housing element planning period for the 6<sup>th</sup> cycle, it requires the County RTPA to 1) elect to adopt its RTP every four years;<sup>1</sup> 2) make the election 54 months prior to the deadline to adopt the 6<sup>th</sup> cycle element; and 3) complete the RTP within 3 years of notice of election. To be safe, since the 6<sup>th</sup> housing element is due June 30, 2019, the election to shift to a four year RTP should occur by the end of 2014. Below are the requirements per GC Section 65080(b)(2)(M). If you have any questions or comments feel free to contact Anda Draghici at (916) 263-7428 [Anda.Draghici@hcd.ca.gov](mailto:Anda.Draghici@hcd.ca.gov) or me.

SB 375 allows attainment MPOs and RTPAs the option to elect shifting from a 5-year RTP to a 4-year RTP update, with the following conditions:

- The election is made *[AD]* by the board of directors at least 54 months (4.5 years) prior to the deadline for the adoption of housing elements for jurisdictions within the region, *after a public hearing at which comments are accepted from members of the public and representatives of cities and the county covered by the RTPA.* .
- Notice of public hearing shall be given to the general public and by mail to cities and counties within the region no later than 30 days prior to the date of the public hearing.
- Notice of election shall be promptly given to HCD
- The next RTP shall be completed within three years of the notice of election.

Jess

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# Mono County Local Transportation Commission

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Local Transportation Commission (LTC) on **Aug. 11, 2014, at 9:10 a.m.** in the Town/County Conference Room, Minaret Village Mall, 437 Old Mammoth Rd., Mammoth Lakes, CA, will consider changing the Regional Transportation Plan (RTP) adoption cycle from five years to four years. This change to a four-year RTP update cycle, as allowed by Government Code Section 65080(b)(2)(M), will be considered by the LTC at a public hearing after receiving any comments from the public and representatives of cities and counties within the region. Contact Gerry Le Francois for additional information at Mono County LTC, PO Box 347, Mammoth Lakes, CA 93546, or 760-924-1810, or [glefrancois@mono.ca.gov](mailto:glefrancois@mono.ca.gov)

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August 11, 2014

**TO:** Mono County Local Transportation Commission

**FROM:** Scott Burns, Executive Director

**RE:** MASTER FUND TRANSFER AGREEMENT

### **RECOMMENDATION**

Adopt resolution authorizing executive director's signature on attached Master Fund Transfer Agreement (MFTA).

### **RTP / RTIP CONSISTENCY:**

The MFTA enables state and federal planning funds to be passed through Caltrans to the Mono County Local Transportation Commission (LTC) in support of planning and programming activities such as preparation of the Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP).

### **DISCUSSION:**

The attached MFTA reflects the culmination of a significant process by Caltrans to update the contract that allows for reimbursement of federal and state planning funds to regional transportation planning agencies. The process included release of a draft document last November that was reviewed by regional transportation planning agencies, including the LTC and its legal counsel. The final MFTA has been reviewed by and is acceptable to LTC legal counsel Stacey Simon and LTC staff. The updated MFTA sets forth the terms under which the State and LTC will administer planning funds, including the overall work program process, quarterly reporting, audits, record retention, and compliance with applicable laws.

The MFTA must be renewed by December 31, 2014, to continue funding reimbursement, and Caltrans requires a board resolution authorizing signature of the MFTA and submittal of the signed copies by September 30, 2014. Please contact Fiscal Analyst Megan Mahaffey at 760.924.1836 if you have questions concerning this matter.

### **ATTACHMENTS**

- Resolution R14-12
- Master Fund Transfer Agreement

**RESOLUTION R14-12**  
**A RESOLUTION OF THE MONO COUNTY LOCAL TRANSPORTATION COMMISSION**  
**AUTHORIZING THE EXECUTIVE DIRECTOR'S SIGNATURE ON MASTER FUND**  
**TRANSFER AGREEMENT WITH CALTRANS**

**WHEREAS**, the Mono County Local Transportation Commission (hereinafter identified as the MCLTC) is the designated transportation planning agency for Mono County pursuant to Section 29535 of the Government Code and Action of the Secretary to Business, Transportation and Housing; and

**WHEREAS**, Caltrans has updated the Master Fund Transfer Agreement for planning, which allows for state and federal planning funds to be passed through from Caltrans to regional agencies; and

**WHEREAS**, these planning funds may include state Regional Planning Assistance (RPA), discretionary grant components of federal consolidated planning grants and any other federal or state funds administered by and through the Department of Transportation, Office of Regional and Interagency Planning; and

**WHEREAS**, this agreement is a necessary mechanism to reimburse funds to the MCLTC and also confirmation of mutual fiscal responsibilities and continued partnership with Caltrans.

**NOW, THEREFORE, BE IT RESOLVED** the MCLTC hereby authorizes the executive director's signature on the Master Fund Transfer Agreement.

Passed, approved and adopted this 11th day of August 2014, by the following vote:

Ayes:  
 Noes:  
 Abstain:  
 Absent:

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Jo Bacon, Chair  
 Mono County Local Transportation Commission

Approved as to form:

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Stacey Simon, Assistant County Counsel

ATTEST:

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C.D. Ritter, Secretary

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF TRANSPORTATION PLANNING

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*Serious Drought.  
Help Save Water!***RECEIVED****JUL 29 2014****MONO COUNTY  
Community Development**

July 23, 2014

Scott Burns

Executive Director

Mono County Local Transportation Commission

P.O. Box 347, Mammoth Lakes, CA 93546

Dear Mr. Burns,

On November 15, 2013, Caltrans released a draft template for the 2014 update of the Master Fund Transfer Agreement (MFTA) for planning. This document is the contract by which state and federal planning funds are passed through from Caltrans to regional agencies. If the MFTA is not renewed by December 31, 2014, Caltrans will not be able to reimburse any federal or state planning funds.

Enclosed is a copy of the final MFTA and appendices for your reference, as well as four copies of the signature page. The appendices are considered incomplete until a board resolution authorizing signature of the MFTA is included, which your agency should provide. Please sign all four copies and return to Caltrans Division of Transportation Planning in the envelope provided, along with a signed copy of the board resolution, no later than September 30, 2014. One of the original signature pages will be returned to your agency once it is executed by Caltrans' contract officer. The updated MFTA will take effect on January 1, 2015. After that time, each agency must submit an amended Overall Work Program Agreement updated with the new contract information, prior to billing. All costs incurred pursuant to the approved Overall Work Program will be reimbursed.

This agreement is not only a necessary mechanism to reimburse funds to your agency, but also a confirmation of our mutual fiscal responsibilities and continued partnership. If you have any questions, please contact either me at [garth.hopkins@dot.ca.gov](mailto:garth.hopkins@dot.ca.gov) or (916) 654-8175, or Tyler Monson of my staff at (916) 653-8699 or [tyler.monson@dot.ca.gov](mailto:tyler.monson@dot.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Hopkins", with a long horizontal line extending to the right.

C. Garth Hopkins, Chief  
Office of Regional and Interagency Planning  
Division of Transportation Planning  
California Department of Transportation

Enclosures

CC: Ryan Dermody, Deputy Director for Planning and Local Assistance, District 9  
Dave Bloom, Regional and Community Planner, District 9

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION PLANNING**

**MASTER FUND TRANSFER AGREEMENT**

Recipient: **Mono County Local Transportation Commission**

**a Regional Transportation Planning Agency (RTPA)**

Effective Date of this Agreement: January 1, 2015

Termination Date of this Agreement: December 31, 2024

**FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE  
FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK  
PROGRAM AGREEMENT**

- ◆ State Rural Planning Assistance (RPA)
- ◆ Federal Highway Administration (FHWA) State Planning and Research--Partnership Planning
- ◆ Federal Transit Administration (FTA) State Planning and Research--Section 5304
- ◆ Any other Federal or State Funds administered by and through the California Department of Transportation, Office of Regional and Interagency Planning

This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as RTPA, established under Government Code Section 29532.1 or 29535 and Title 49 CFR, Part 18, and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to RTPA by STATE for all these types of funds.

**RECITALS**

- A. These funds may include, without limitation, State RPA, the discretionary grant components of the federal Consolidated Planning Grant, and any other federal or State funds administered by and through the Department of Transportation, Office of Regional and Interagency Planning.

Consolidated Planning Grant consists of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning and (iv) FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

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Transportation Commission**

Contract No. **74A0796**

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- B. Pursuant to Public Utilities Code sections 99311 and 99311.1, STATE is required to pass through Federal and State funds made available for transportation planning to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.
- C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these Federal and State funds in accordance with the intent of law and policy.
- D. STATE agrees to notify RTPA annually in writing of the anticipated level of State and Federal Planning funding that may be available to RTPA for each subsequent year's approved Overall Work Program, hereinafter referred to as the OWP.
- E. STATE has prepared this MFTA, which hereby, together with the annual OWP, and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in Appendix A, sets forth the entire terms and conditions under which these funds are to be expended by RTPA for the fiscal year period of that OWP and annual OWPA.

**ARTICLE 1 - PROGRAM ADMINISTRATION**

**Section 1. Overall Work Program and Overall Work Program Agreement**

- A. RTPA agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1C, by each March 1 for approval by STATE. This submittal shall describe RTPA's next Fiscal Year transportation planning program (Fiscal Year refers to the State Fiscal Year of July 1 to June 30).
- B. Each annual OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.
- C. RTPA shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.
- D. RTPA will include a signed Transportation Planning Process Certification, conforming to the format and contents as provided in APPENDIX F in each annual OWP. If RTPA is awarded FHWA or FTA planning funds, RTPA will also provide a signed "Metropolitan Transportation Planning Process Certification" form and/or a signed annual FTA "Certifications and Assurances for FTA Assistance" form, respectively, and a signed Debarment and Suspension form, provided in Appendix G.
- E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to RTPA until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.

**Mono County Local  
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- F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA. Costs incurred prior to OWP approval are not eligible for reimbursement.
- G. RTPA agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.
- H. RTPA will identify in the OWP all work that is to be completed through a third party contract and funded, in whole or in part, under the terms and conditions of this agreement.
- I. STATE agrees to pass through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products incorporated in the annually approved OWP funded from State and Federal sources and encumbered by STATE.
- J. Only work performed during the term of, and consistent with, the work elements in the OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed subsequent to the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.
- K. RTPA may incur costs against its approved annual OWP and may submit requests for reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as the funds are included in that Fiscal Year's Annual State Budget which is passed by the Legislature and is signed by the Governor.
- L. RTPA shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and actually encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party "in-kind" contributions are allowed as local match according to the provisions of 23 CFR 420.119 and 49 CFR 18.24.
- M. RTPA further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the RTPA Board and approved by STATE, prior to initiating any work identified in those amendments. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to, deleting funds from a work element; or revising a scope of work. If a work element or project will not be completed as approved, RTPA will report this in its Quarterly Progress Report and amend the OWP/annual OWPA accordingly. OWP and annual OWPA amendments must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, RTPA will notify STATE of administrative OWP changes which do not affect overall funding, scope of work, or project schedule, although such changes shall not require STATE approval.
- N. RTPA acknowledges and agrees that RTPA is the sole control and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.

- O. RTPA shall be free to copyright the material developed under work items identified in the OWP, provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

## **Section 2. Quarterly Progress Reports**

- A. RTPA agrees to submit to STATE, no later than thirty (30) calendar days after the close of each quarter, Quarterly Progress Reports that include all work elements for transportation planning tasks, projects, and products, funded wholly or in part by any of the fund sources listed in the "Recitals" section of this MFTA. Quarterly Progress Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum, a budget table and/or short narrative describing the following:
1. Comparison of actual performance with work element-level goals and deliverables;
  2. Progress in adhering to schedules;
  3. Status of expenditures in a format compatible with the work Program, including a comparison of budgeted (approved) amounts and actual costs incurred;
  4. Other pertinent supporting information, such as major products, challenges, etc.
- B. STATE reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

## **ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT**

### **Section 1. Requests For Reimbursement**

- A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:
1. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by RTPA consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B and/or APPENDIX C) and the information required in part B of this section,. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local funds, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by RTPA's accounting system. RTPA must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date, but must also have paid those expenses.
  2. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by RTPA consistent with work elements described in the OWP (conforming to the



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format provided in APPENDIX B and/or APPENDIX C) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local funds, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by RTPA's accounting system. Allowable incurred costs that are eligible for reimbursement by STATE are only those that are treated by RTPA's accounting system in accordance with Generally Accepted Accounting Principles as accrued due to such costs having been billed to RTPA and recognized by RTPA as valid, undisputed, due and payable.

By submitting accrued but unpaid costs for reimbursement, RTPA agrees that within ten (10) working days of receipt of STATE's reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer's Pooled Money Investment Account. Interest accrued must be timely remitted to STATE. Reimbursed accrued costs not paid to the billing entities by RTPA within forty-five (45) days of RTPA's receipt of STATE's reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE.

If RTPA is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the (10) working day grace period, RTPA must immediately revert to the reimbursement process described in subpart 1 above.

- B. In order to receive reimbursements, RTPA agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B2 and/or C2, and information from its accounting system which denotes that reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.
- C. STATE agrees to make reimbursements to RTPA, in conformance with state and federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B and/or APPENDIX C) that includes all required information, as applicable, (provided in example APPENDIX B2 and C2) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to RTPA unapproved for correction as soon as errors are discovered.
- D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 49 CFR Part 18.21.

**Section 2. Travel and Per Diem Reimbursement**

Payments to RTPA for travel and subsistence (per diem) expenses of RTPA staff and its contractors and subcontractors claimed for reimbursement using funds administered through this agreement or as

local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Personnel Administration (DPA) rules unless written verification is supplied that government hotel rates are not commercially available to RTPA, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

### **Section 3. Final Request for Reimbursement and OWP Closeout Documentation**

- A. RTPA shall electronically submit an OWP/annual OWPA closeout documentation package to STATE no later than August 31<sup>st</sup> of each fiscal year. The closeout package shall conform to the format provided in APPENDIX D.
- B. The closeout package must be attached to a transmittal letter, typed on RTPA's letterhead. If these documents are not received by August 31<sup>st</sup> of each fiscal year, STATE may withhold future apportionments and/or allocations to RTPA. STATE's election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE's ability to initiate subsequent withholdings.
- C. Upon receipt of the required closeout documentation, STATE will issue a reconciliation letter to RTPA stating the amount of funds available to be carried over to the subsequent year's OWP. RTPA may carry over an amount no greater than 25% of the prior year's RPA allocation. RTPA may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the RTPA executive director or his or her appointee and submittal of the signed letter to STATE. Any RPA funds that are identified in the reconciliation letter, but not programmed before the end of the fiscal year in which the letter is issued, will be forfeited.

### **Section 4. Funding Contingencies**

- A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget Act. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

## **ARTICLE III - AUDITS AND REPORTS**

### **Section 1. Cost Principles**

- A. RTPA agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.

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- B. RTPA agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the 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 (subrecipients shall refer to, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ); and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. RTPA agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients contain provisions requiring adherence to this section in its entirety.

**Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)**

- A. Prior to RTPA seeking reimbursement of indirect costs, RTPA must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).
- B. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in Appendix A to 2 CFR part 200, is USDOT and/or STATE, RTPA agrees and will require subrecipient to comply with section 2A.
- C. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when Subrecipient ICAP is approved by a cognizant federal agency other than USDOT, RTPA agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.
- D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise RTPA of additional documentation or changes needed to meet Federal and State requirements. RTPA agrees to provide requested documentation or required changes, and if RTPA is non-compliant the submissions may be returned to RTPA if requested documentation is not provided or required changes are not made.
- E. Material audit adjustments will require reimbursement to STATE or adjustment of subsequent years' ICAP if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.
- F. RTPA agrees and shall require that all of its agreements with subrecipients contain provisions requiring adherence to this section in its entirety.

**Section 3. Record Retention/Audits**

- A. RTPA shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books and records connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of three (3) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by RTPA upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
- B. RTPA shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- C. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of RTPA contracts and/or agreements with third parties, RTPA, RTPA's sub-recipients, contractors, and subcontractors, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for three (3) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.
- D. Where applicable, RTPA agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Ch. 10 or any successor thereto.
- E. RTPA agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under RTPA's single audit prepared in compliance with Office of Management and Budget Circular A-133. RTPA is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.

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- F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of RTPA pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.
- G. RTPA agrees to furnish documentation to STATE supporting this requirement that all of its agreements with contractors, subcontractors, and subrecipients do contain applicable provisions requiring adherence to this section in its entirety.
- H. Neither the pendency of a dispute nor its consideration by STATE will excuse RTPA from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

**ARTICLE IV - MISCELLANEOUS PROVISIONS****Section 1. Federal Certifications and Assurances**

- A. If RTPA receives RPA funds or RPA and CPG funds, RTPA shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
  - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
  - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
  - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  - IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

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- VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B. If awarded FTA planning funds, RTPA shall comply with and provide the signed "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in the *Federal Register* and found online at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html).

The 2013 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
2. Standard Assurances
3. Intergovernmental Review Assurance
4. Suspension and Debarment Certification
5. U.S. OMB Assurances in SF-424B and SF-424D

C. Copies of these annual Federal Certifications and Assurances shall be included by RTPA in each final OWP.

D. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients to comply, with these Certifications.

E. RTPA agrees to furnish documentation to STATE to support this requirement that all of its agreements with contractors, subrecipients and subcontractors, do contain provisions requiring adherence to this section in its entirety.

**Section 2. Disadvantaged Business Enterprise (DBE) Requirements**

A. As mandated by 49 CFR Part 26, RTPA shall require that its contractors, subcontractors, and subrecipients do not, discriminate on the basis of race, color, national origin, or sex in the award,

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administration and performance of any FHWA/FTA fund-assisted contract or in the administration of RTPA's DBE program.

- B. RTPA's DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference in this MFTA. Implementation of this program is a legal obligation and failure of RTPA to carry out its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. 49 CFR Part 26.13(a).
- C. As required by 49 CFR part 26, the contract language in APPENDIX E relating to DBE requirements must be incorporated into all contracts funded in whole or in part with federal funds authorized in this agreement.

**Section 3. Non-Discrimination Clause**

- A. In the performance of work undertaken pursuant to this MFTA, RTPA shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. RTPA shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. RTPA shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. Each of RTPA's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. RTPA shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this MFTA.
- D. RTPA shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean RTPA.
- E. RTPA shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other

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pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section 3.

**Section 4. Federal Lobbying Activities Certification**

- A. RTPA certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid by, or on behalf of, RTPA 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.
- B. If any funds other than State or Federal 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 an employee of a Member of Congress in connection with a State or Federal contract, grant, loan, or cooperative agreement, RTPA shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with those form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. RTPA also agrees by signing this MFTA that RTPA shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE V - GENERAL PROVISIONS****Section 1. Contract Award**

- A. RTPA, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with Title 49, CFR, Part 18 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto as applicable.

**Section 2. Contract Amendment**

- A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties



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hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Interagency Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

**Section 3. Adjudication of Disputes by Way of Administrative Proceedings**

- A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

RTPA agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, RTPA shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the RTPA. The RTPA shall have an opportunity to challenge the DC PLANNING's determination but must make that challenge in writing, within ten (10) working days to the STATE's Contract Officer or his/her designee. If the challenge is not made by RTPA within the ten (10) day period, the DC PLANNING'S decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and RTPA shall submit written, factual information and data in support of their respective positions to STATE's Contract Officer within a timeframe established by the RTPA at the time of challenge. The decision of the STATE's Contract Officer or his/her designee shall be final, conclusive and binding regarding the dispute, unless RTPA commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

**Section 4. Intercept Clause**

- A. Costs for which RTPA receives reimbursement payment or credit that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid to STATE by RTPA within thirty (30) days of RTPA receiving notice of audit findings. Should RTPA fail to reimburse moneys due STATE within thirty (30) of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due RTPA from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

**Section 5. Parties of Agreement**

- A. This MFTA, the OWP, the annual OWPA and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.

**Section 6. Hold Harmless and Indemnification Clause**

- A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by RTPA under or in connection with any work, authority or jurisdiction delegated to RTPA under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, RTPA shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by RTPA under or in connection with any work, authority or jurisdiction delegated to RTPA under this MFTA and each annual OWPA.
- B. Neither RTPA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless RTPA, its officers and employees from all claims, suits, or actions of every name, kind and description occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA.

**Section 7. Default**

- A. In the event that RTPA (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP, in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to RTPA of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, RTPA and STATE shall meet to try to resolve any dispute. No such termination shall become effective if, (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, RTPA either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a RTPA plan and RTPA thereafter diligently completes the cure in a manner and timeline acceptable to STATE.
- B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay RTPA the sum due RTPA under the OWPA for eligible work performed prior to termination.

**Section 8. Termination**

- B. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge, articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Contract Officer

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

**Mono County Local Transportation  
Commission**

By: \_\_\_\_\_  
Executive Director

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

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

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

**APPENDICES**

A RTPA Overall Work Program Agreement

B CPG Request for Reimbursement

B2 CPG Request for Reimbursement by Fund Source

C RPA Request for Reimbursement

C2 RPA Request for Reimbursement Support

D Closeout Documentation

E DBE Contract Language (required)

E2 DBE Semi-Annual Report

F State Planning Process Certification

G Federal Certifications and Assurances

H Board Resolution



## COUNTY OF MONO

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*Megan Mahaffey  
Financial Analyst*

August 11, 2014

To: Mono County Local Transportation Commission  
From: Megan Mahaffey, Financial Analyst  
RE: **2013-14 Local Transportation Funds Revenues**

**RECOMMENDED ACTION:**

None at this time

**DISCUSSION:**

This is an update on the Local Transportation Fund Revenue for the 2013-14 fiscal year. Projected revenue was \$575,000, and actual revenue was \$629,045.63. In the LTC adopted resolution R14-10 on June 9, 2014, establishing how these funds would be allocated, the amount was \$44,000 below actual rollover. These funds will be held to maintain the 15% reserve. Future funding requests will come to the Commission as needed.

**ATTACHMENT**

- 2013-14 Actual Revenue

LTF Allocations

	<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>	<u>FY 09/10</u>	<u>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>	<u>FY 13/14</u>	<u>FY 14/15</u>	11 Year Average	% of total
July	\$ 38,500.00	\$ 46,700.00	\$ 39,100.00	\$ 31,700.00	\$ 29,200.00	\$ 30,300.00	\$ 34,900.00	\$ 38,700.00	\$ 39,000.00	<b>\$38,892</b>	<b>6.39%</b>
August	\$ 51,300.00	\$ 62,300.00	\$ 52,200.00	\$ 37,500.00	\$ 38,900.00	\$ 40,400.00	\$ 46,500.00	\$ 51,600.00	\$ 50,000.00	<b>\$49,728</b>	<b>8.17%</b>
September	\$ 82,045.59	\$ 41,932.66	\$ 59,991.00	\$ 52,438.20	\$ 48,259.74	\$ 67,356.29	\$ 69,720.18	\$ 58,333.34	\$ 55,000.00	<b>\$54,675</b>	<b>8.98%</b>
October	\$ 38,900.00	\$ 55,300.00	\$ 53,400.00	\$ 45,300.00	\$ 40,700.00	\$ 45,500.00	\$ 50,900.00	\$ 50,500.00	\$ 50,000.00	<b>\$50,677</b>	<b>8.32%</b>
November	\$ 120,300.00	\$ 73,700.00	\$ 71,200.00	\$ 51,300.00	\$ 54,200.00	\$ 60,600.00	\$ 67,800.00	\$ 67,300.00	\$ 60,000.00	<b>\$68,759</b>	<b>11.29%</b>
December	\$ 51,260.63	\$ 57,837.16	\$ 54,560.37	\$ 44,741.37	\$ 64,014.70	\$ 59,606.15	\$ 42,976.26	\$ 49,973.29	\$ 50,000.00	<b>\$48,459</b>	<b>7.96%</b>
January	\$ 51,900.00	\$ 48,700.00	\$ 43,100.00	\$ 36,100.00	\$ 31,200.00	\$ 36,100.00	\$ 38,900.00	\$ 37,800.00	\$ 38,000.00	<b>\$44,123</b>	<b>7.25%</b>
February	\$ 69,200.00	\$ 64,900.00	\$ 47,300.00	\$ 48,200.00	\$ 41,600.00	\$ 48,100.00	\$ 51,800.00	\$ 50,400.00	\$ 41,000.00	<b>\$55,587</b>	<b>9.13%</b>
March	\$ 55,585.60	\$ 46,389.17	\$ 52,099.01	\$ 24,821.57	\$ 64,440.36	\$ 58,082.44	\$ 42,235.58	\$ 62,547.00	\$ 50,235.00	<b>\$46,977</b>	<b>7.71%</b>
April	\$ 56,300.00	\$ 48,900.00	\$ 44,800.00	\$ 35,100.00	\$ 43,000.00	\$ 41,300.00	\$ 40,400.00	\$ 43,200.00	\$ 45,000.00	<b>\$47,923</b>	<b>7.87%</b>
May	\$ 75,000.00	\$ 65,200.00	\$ 48,100.00	\$ 51,300.00	\$ 63,100.00	\$ 55,000.00	\$ 53,900.00	\$ 57,600.00	\$ 50,000.00	<b>\$58,052</b>	<b>9.53%</b>
June	\$ 39,133.49	\$ 55,315.44	\$ 29,006.27	\$ 67,027.06	\$ 27,264.49	\$ 41,344.72	\$ 57,346.87	\$ 61,092.00	\$ 65,000.00	<b>\$45,057</b>	<b>7.40%</b>
Total	\$ 729,425.31	\$ 667,174.43	\$ 594,856.65	\$ 525,528.20	\$ 545,879.29	\$ 583,689.60	\$ 597,378.89	\$ 629,045.63	\$ 593,235.00	<b>\$608,910</b>	<b>100.00%</b>
<i>Estimates</i>	\$ 641,500.00	\$ 670,000.00	\$ 630,000.00	\$ 580,000.00	\$ 580,000.00	\$ 497,000.00	\$ 560,000.00	\$ 575,000.00	\$ 592,235.00		

FY 13/14 Sales Tax projections came in above projected! \$ 54,045.63  
 \$ 44,045.63 above allocated



August 11, 2014

## STAFF REPORT

Subject: Operating Statistics April - June 2014

Initiated by: Jill Batchelder, Transit Analyst

### RECOMMENDATION

Receive information.

### ANALYSIS/DISCUSSION:

The Eastern Sierra Transit Authority provided 100,658 passenger trips in Mono County between April - June 2014. The passenger trips per hour were 15.40, which is an increase from 13.53 passengers per hour from the previous fiscal year.

Eastern Sierra Transit received \$126,182.39 in passenger fares during the fourth quarter of FY 2013-14. The average passenger fare was \$1.25. When the fixed routes within the town of Mammoth are excluded from the calculation, the average fare per trip was \$4.20 and the corresponding farebox ratio was 70.56%.<sup>1</sup>

### Farebox Comparison April – June 2014 to April – June 2013

Route	APR-JUNE 2014	APR-JUNE 2013	% Change
Mammoth Express	18.00%	20.55%	-2.55%
Walker (total)	6.59%	6.87%	-0.28%
Benton to Bishop	14.23%	7.76%	6.48%
Mammoth DAR	7.36%	10.31%	-2.95%
June Lake	101.83%	n/a	n/a
Mammoth DAR	12.28%	12.20%	0.08%
Reno	22.66%	22.37%	0.29%
Reds Meadow	122.11%	51.01%	71.10%

Ridership compared to the previous fiscal year was up with the current year having 15,875 more riders. The bulk of the gain was on the Red's Meadow Shuttle that ran an additional week and the Lakes Basin Trolley that ran an addition 37 days compared to the previous year.

**Ridership Comparison  
April – June 2014 to April – June 2013**

<b>Route</b>	<b>APR-JUNE 2014</b>	<b>APR-JUNE 2013</b>	<b>Variance</b>	<b>% Change</b>
Mammoth Express	803	817	-14	-1.71%
Walker (total)	543	513	30	5.85%
Benton to Bishop	194	108	86	79.63%
Gray	11,720	10,587	1,133	10.70%
Lakes Basin	5,849	603	5,246	869.98%
Purple	23,634	21,659	1,975	9.12%
Trolley	29,395	32,586	-3,191	-9.79%
June Lake	181	0	181	
Mammoth DAR	1,164	1,597	-433	-27.11%
Reno	1,126	1,352	-226	-16.72%
Lancaster	1,421	1,430	-9	-0.63%
MMSA	55,038	65,014	-9,976	-15.34%
Red's Meadow	24,628	13,531	11,097	82.01%

The efficiency standard used by Eastern Sierra Transit is the number of passenger trips provided per service hour. Many of the routes met or exceeded the standards set by the Short Range Transit Plan (SRTP). Both of the dial-a-ride routes (Mammoth and Walker) as well as the Gray Line, the Lakes Basin Trolley, the Benton to Bishop and the Reno route fell somewhat short of the SRTP standard.

**Passenger per Hour Comparison  
April – June 2014 to April – June 2013**

<b>Route</b>	<b>APR-JUN 2014</b>	<b>APR-JUN, 2013</b>	<b>% Change</b>	<b>SRTP Standard</b>
Mammoth Express	3.82	4.12	-7.16%	2.5 – 3.5
Walker (total)	1.19	1.12	6.29%	2.5 – 3.5
Benton to Bishop	2.48	1.45	70.82%	2.5 – 3.5
Gray	11.71	10.58	10.77%	18 - 20
Lakes Basin	12.88	17.74	-27.38%	18 - 20
Purple	23.61	21.64	9.14%	18 - 20
Trolley	31.86	28.12	13.28%	18 - 20
June Lake	4.06	n/a	n/a	2.5 – 3.5
Mammoth DAR	2.18	2.10	3.98%	3.0 – 5.0
Reno	1.74	2.03	-14.58%	2.5 – 3.5
Lancaster	3.48	3.50	-0.40%	2.5 – 3.5
MMSA	32.62	26.61	22.5%	18 - 20
Red's Meadow	31.65	26.94	17.51%	18 - 20

	Fares	Adults	Snr	Dis	W/C	Child	Free	Total Pax	Yd Hrs	Svc Hours	Yd Mi	SVC MILES	AVG FARE	REV/SVC MILE	PAX / SVC HR	MI / SVC HR	PAX / SVC MI	Farebox
<b>MONO ROUTES</b>																		
<i>APR-JUN 2014</i>																		
Mammoth Express	\$4,298.40	557	103	49	2	43	49	803	283	210	9,496	9,170	5.35	.47	3.82	45.2	0.09	18.00%
Walker (total)	\$1,947.45	79	195	237	0	32	0	543	497	458	5,050	3,677	3.59	.53	1.19	11.0	0.15	6.59%
Benton to Bishop	\$908.50	68	83	4	0	4	35	194	91	78	2,536	2,338	4.68	.39	2.48	32.4	0.08	14.23%
Gray	\$0.00	6558	0	5	0	5157	0	11720	1023	1001	18819	18532	.00	.00	11.71	18.8	0.63	
Lakes Basin	\$0.00	4,664	0	6	0	1,179	0	5,849	487	454	5,816	5,506	.00	.00	12.88	12.8	1.06	
Purple	\$0.00	15,990	0	0	0	7,644	0	23,634	1,020	1,001	12,168	11,823	.00	.00	23.61	12.2	2.00	
Trolley	\$0.00	23,545	0	7	0	5,843	0	29,395	990	923	14,076	13,461	.00	.00	31.86	15.3	2.18	
June Lake	\$3,450.00	181	0	0	0	0	0	181	54	45	1,456	1,351	19.06	2.55	4.06	32.6	0.13	101.83%
Mammoth DAR	\$2,881.29	408	79	593	2	38	44	1,164	542	533	2,727	2,500	2.48	1.15	2.18	5.1	0.47	12.28%
Reno	\$21,529.00	725	203	134	6	46	12	1,126	715	649	29,015	27,845	19.12	.77	1.74	44.7	0.04	22.66%
Lancaster	\$18,441.75	1,038	176	122	16	32	37	1,421	464	408	19,238	18,895	12.98	.98	3.48	47.2	0.08	29.93%
MMSA	\$0.00	48,685	0	7	0	6,346	0	55,038	1,757	1,687	23,602	22,626	.00	.00	32.62	14.0	2.43	0.00%
Reds Meadow	\$72,726.00	19,407	0	0	0	4,857	364	24,628	915	778	10,950	9,710	2.95	7.49	31.65	14.1	2.54	122.11%
<b>Total</b>	<b>\$126,182.39</b>	<b>121,905</b>	<b>839</b>	<b>1,164</b>	<b>26</b>	<b>31,221</b>	<b>541</b>	<b>155,696</b>	<b>8,838</b>	<b>8,224</b>	<b>154,949</b>	<b>147,434</b>	<b>.81</b>	<b>.86</b>	<b>18.93</b>	<b>18.8</b>	<b>1.06</b>	<b>70.56%</b>
<i>APR-JUN, 2013</i>																		
Mammoth Express	\$4,636.00	621	62	35	1	38	60	817	278	199	9,025	8,722	5.67	.53	4.12	45.5	0.09	20.55%
Walker (total)	\$2,039.00	49	318	139	0	1	6	513	499	460	5,263	4,171	3.97	.49	1.12	11.4	0.12	6.87%
Benton to Bishop	\$470.80	23	55	9	0	1	20	108	82	74	2,740	2,328	4.36	.20	1.45	36.9	0.05	7.76%
Gray	\$0.00	5,156	0	0	0	5,431	0	10,587	1,020	1,001	18,571	18,268	.00	.00	10.58	18.6	0.58	
Lakes Basin	\$0.00	464	0	0	0	139	0	603	37	34	445	421	.00	.00	17.74	13.1	1.43	
Purple	\$0.00	13,809	0	0	0	7,850	0	21,659	1,020	1,001	12,191	11,854	.00	.00	21.64	12.2	1.83	
Trolley	\$0.00	24,516	0	83	0	7,987	0	32,586	1,212	1,159	20,496	19,834	.00	.00	28.12	17.7	1.64	
June Lake	\$0.00	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Mammoth DAR	\$4,082.00	610	74	762	0	47	104	1,597	775	760	4,456	4,199	2.56	.97	2.10	5.9	0.38	12.20%
Reno	\$21,797.60	884	241	120	8	67	32	1,352	726	665	28,898	27,990	16.12	.78	2.03	43.4	0.05	22.37%
Lancaster	\$18,401.30	1,070	150	105	21	20	64	1,430	462	409	19,181	18,859	12.87	.98	3.50	46.9	0.08	58.79%
MMSA	\$0.00	56,322	0	1	0	8,691	0	65,014	2,546	2,443	33,115	31,828	.00	.00	26.61	13.6	2.04	0.00%
Reds Meadow	\$38,705.00	10,494	0	0	0	2,843	194	13,531	574	502	6,928	5,965	2.86	6.49	26.94	13.8	2.27	51.01%
<b>Total</b>	<b>\$90,131.70</b>	<b>114,018</b>	<b>900</b>	<b>1,254</b>	<b>30</b>	<b>33,115</b>	<b>480</b>	<b>149,797</b>	<b>9,230</b>	<b>8,708</b>	<b>161,309</b>	<b>154,439</b>	<b>.60</b>	<b>.58</b>	<b>17.20</b>	<b>18.5</b>	<b>0.97</b>	<b>47.50%</b>



## Mono County Local Transportation Commission

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### LTC Staff Report

**TO:** MONO COUNTY LOCAL TRANSPORTATION COMMISSION

**DATE:** August 11, 2014

**FROM:** Peter Bernasconi PE, Senior Associate Civil Engineer

**SUBJECT:** Update on Town of Mammoth Lakes LTC Projects

**RECOMMENDATIONS:** Receive quarterly update from Town of Mammoth Lakes regarding current status of LTC projects.

**FISCAL IMPLICATIONS:** n/a

**ENVIRONMENTAL COMPLIANCE:** Environmental compliance is determined during the appropriate component of the project development on a project-by-project basis.

**RTP / RTIP CONSISTENCY:** All of these projects are programmed in previous STIP cycles. Consistency with the RTP / RTIP was established at time of programming.

**DISCUSSION:**

<b><u>PROJECT</u></b>	<b><u>Design Features</u></b>	<b><u>STATUS</u></b>
<b>Mammoth Lakes Trail System Wayfinding &amp; Signage Phase 4</b> Local Measure R Funds	Multiuse Path Signage Interpretive Panes	This portion of the project is funded from Measure R funds. Design and messaging work of eight additional interpretive panels to be installed along the path that was completed in 2012. The Recreation Commission authorized construction of 7 of these panels at the August 6, 2013 meeting. Construction is anticipated to be completed in spring/summer 2014. <i>The signs have been installed and linked to the MLTSCC Web site. Project is nearly complete.</i>
<i>Safe Routes 2 School</i>  <b>Middle School Elementary School Connector Path</b>  <i>State Funds</i> <i>Local Funds</i>	<ul style="list-style-type: none"> <li>• <i>Multiuse Path ADA accessible</i></li> <li>• <i>Sidewalk Connection</i></li> </ul>	Preliminary Engineering and Environmental consultant selection is in process. Final PS&E is expected to be completed summer 2014 and construction fall 2014 or summer 2015. <i>Staff is working with the School District on their driveway improvements and this project will be delayed until summer 2015.</i>
<b>Lower Canyon Boulevard Rehab</b>  STIP Funds Federalized Funding	<ul style="list-style-type: none"> <li>• Rehab two 11 foot lanes</li> <li>• 6 foot bike lanes</li> <li>• 7 foot sidewalk</li> <li>• Intersection safety lighting</li> <li>• Drainage</li> </ul>	Project will rehabilitate pavement, curb and gutter, install storm drain, and install sidewalk. CTC approved the project at the June Meeting. The allocation for PE was approved. The design is complete. Construction funding has been delayed until 20012/13 due to programming the STIP Augmentation for the Lake Mary Bike Path. Additional funds have been requested from the 2012 STIP for cost increase and minor scope increase. CTC adopted the 2012 STIP. A NEPA document has been completed, CTC authorized PS&E fund December 2012, Construction funds were approved at the June 2013 CTC meeting. <i>We have received authorization to advertise for bids and will begin November 14, 2013. Construction will be under way and is expected to be completed by November 2014.</i>

<b>PROJECT</b>	<b>Design Features</b>	<b>STATUS</b>
<p><b>Waterford Gap</b></p> <p><i>BTA and Measure R Funds</i></p>	<p><i>Class 1 Bike Path (includes emergency access)</i></p>	<p>Construct Class 1 bike path between North Waterford and South Waterford Avenue. Project will include two 14 foot wide bridges for the 12 foot wide bike path.</p> <p>This project was program as a TE project. The Town received a BTA grant so the TE funds were reprogramed to the Minaret Gap Closure Project. Staff has requested preliminary engineering and environmental review funds for the August 2012 CTC meeting. Funds have been allocated for PE which will be completed this summer. <i>The plans are nearly complete and advertising will began Spring 2014 and has been awarded. Contractor will begin construction at end of August 2014 with construction expected to be completed by November 2014.</i></p>
<p><i>STIP TE Funds</i></p> <p><b>Minaret Road Gap Closure Project</b></p> <p><i>State and Federal Funds</i></p>	<p><i>Class 1 Bike Path</i></p>	<p>Construct Class 1 bike path and tunnel under Minaret Road at Mammoth Creek.</p> <p>Staff has requested the preliminary engineering and environmental review funds in August 2012 for the October 2012 CTC meeting. The CTC approved the funds at the January 2013 meeting. Staff has selected a consultant for design and environmental services. <i>Environmental and preliminary engineering is under way and is expected to be completed 2013/2014. Construction is not funded due to the elimination of the TE program. Funding may be available through the TAP. Staff is preparing an application for construction funding on this project. Project Complete.</i></p>
<p><i>STIP Funds</i></p> <p><b>Meridian Roundabout and Signal Relocation</b></p> <p><i>State Funds</i></p>	<p><i>Roundabout Class 1 Bike Lanes</i></p>	<p><i>Construct a roundabout at the intersection of Meridian Boulevard and Minaret Road. Relocate the signal to Sierra Park Road and Meridian Boulevard.</i></p> <p><i>PE funds programed for the 2013/14 fiscal year. Staff has requested the PE funds and they are anticipated to be approved at the next CTC meeting. Construction is programed for 2018.</i></p>

<b><u>Project</u></b>	<b><u>Design Features</u></b>	<b><u>Status</u></b>
<p><b>Lake George Connector Path</b></p> <p><i>Sarbanes Transit in Parks FTA Grant Program</i></p> <p><i>Federal Funds</i></p>	<p><i>Class 1 Bike Lane</i>  <i>New Trolley</i>  <i>New Bike Trailers</i></p>	<p>The Town received a \$1.3 million FTA grant which will construct a class 1 connector path from the Lakes Basin Path at Pokanobi Lodge to the Lake George Road. This project also includes the purchase on a new Trolley and additional bike trailers. Final grant agreements are being developed. The environmental and PS&amp;E will be completed summer 2013 and construction 2014. FTA also providing funding to analyze alternatives for pedestrian and bike traffic around Lake Mary which will be completed at the same time. A USFS Cost Share Agreement will be before Council at the May 15, 2013 meeting. The USFS will prepare the NEPA document for the project. The Bike Trailers and one Trolley have been ordered. They will be delivered for use in summer 2014. Construction is planned for summer 2014 pending completion of the environmental work by the USFS. The USFS is working on the environmental studies expected to be completed winter 201 and construction summer 2015.</p>
<p><b>Meridian Boulevard Safe Routes To School Project</b></p> <p><i>Federal Funds</i></p>	<p>Sidewalk on the north side of Meriden Boulevard between Sierra Park Road and Apache Street. Bike Lanes</p>	<p>Preliminary Engineering and Environmental Engineering are under way.  <i>PS&amp;E is complete. Project is expected to be authorized to advertise in spring 2014. Project will awarded at the August 21, 2014 Council Meeting. Construction is expected to be completed fall 2014.</i></p>
<p><b>Rt 203 (West Minaret Rd) Sidewalk Safety Project</b></p> <p><i>STIP Funds</i></p>	<p>Sidewalk on the west side of Minaret Road from Lake Mary Road to 8050 Project.</p>	<p>Preliminary Engineering and Environmental Engineering are under way planned to begin 2014. .  <i>Construction is expected to be completed summer 2017.</i></p>

<u>Project</u>	<u>Design Features</u>	<u>Status</u>
<p><b><i>Rt 203 (North Main St.) Sidewalk Safety Project</i></b></p> <p><i>STIP Funds Local Developer Funds</i></p>	<p>Sidewalk on the north side of Main Street from Mountain Boulevard to Minaret Road. Street. Bike Lanes</p>	<p>Preliminary Engineering and Environmental Engineering are under way planned to begin 2014. . <i>Construction is expected to be completed summer 2016.</i></p>

### Mammoth Yemenite Airport

<u>Project</u>	<u>Design Features</u>	<u>Status</u>
<i>Wildlife Hazard Assessment</i>  <i>FAA and PFC Funds</i>	<i>Prepare wild life hazard assessment for airport and five mile radius.</i>	<i>Wildlife study is under way and expected to be completed fall 2014.</i>
<i>Pavement Management System</i>  <i>FAA and PFC Funds</i>	<i>Prepare pavement management system for the runway, taxiways, and tarmacs.</i>	<i>Initial pavement load testing was completed in October 2013. Report and management program is being prepared. Expected completion spring 2014.</i>
<i>FAA and PFC Funds</i> <i>AIP - 029</i>	<i>Joint Seal Apron and Taxiway Repaint Airfield markings</i>	<i>Project currently being advertised. Bids will be opened August 21, 2014 and is expected to be awarded at the September 3, 2014 Council Meeting. Construction is anticipated to be completed by the first week of November 2014.</i>

# Mono County Local Transportation Commission

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## LTC Staff Report

**TO:** Mono County Local Transportation Commission

**DATE:** August 11, 2014

**FROM:** Garrett Higerd, Assistant Public Works Director

**SUBJECT:** Update on Mono County LTC Projects

**RECOMMENDATIONS:** Receive quarterly update from Mono County regarding current status of LTC projects.

**FISCAL IMPLICATIONS:** n/a

**ENVIRONMENTAL COMPLIANCE:** Environmental compliance is determined during appropriate component of project development on a project by project basis.

**RTP / RTIP CONSISTENCY:** These projects are programmed in previous STIP cycles. Consistency with the RTP/RTIP was established at time of programming.

**DISCUSSION:** Status of current projects is as follows:

<b>STIP PROJECTS</b>	<b>DESIGN FEATURES</b>	<b>STATUS</b>
Bridgeport Local Streets Rehab (STIP)	Rehabilitation of local streets in the community of Bridgeport.	Final culvert installed on Aurora Canyon Road. Project being closed out.
June Lake Streets Rehab (STIP)	Rehabilitation of the local streets in the community of June Lake.	Construction funding has been approved (\$3.415M) and project is out to bid. Construction start is expected in late summer or early fall 2014 with completion by July 2015.
Chalfant Streets Rehab (STIP)	Rehabilitation of the local streets in the community of Chalfant.	Construction (\$1.419M) is approximately 90% complete. Completion is expected by the end of the summer.
Topaz Lane Bridge Repair	Rehabilitation of scour protection around bridge abutments and other repairs.	Environmental and engineering work is complete and the project is out to bid. Construction start is expected in late summer or early fall 2014.
Convict Lake Road Rehab (11.47% STIP Match & FLAP)	Rehabilitation of 2.75 miles of Convict Lake Road and addition of a 4-foot wide bicycle climbing lane from Highway 395 to the trailhead on the east side of the lake. Replacement of retaining walls.	<b>This project is past the 30% design stage and a 70% Design review meeting is scheduled for October 9, 2014. The FHWA would like to fast-track this project (construction starting in 2015) if possible.</b> The total cost of this project is estimated at \$5.688M. The 11.47% local match for this project is programmed in two payments. The first payment of \$79,000 is due in by the end of 2014 and the second payment of \$584,000 is due by August 1, 2015.
Airport Road Rehab (STIP)	Rehabilitation of roads providing access to the Mammoth/Yosemite Airport including 1.3 miles of Airport Road and 0.3 miles of Hot Creek Hatchery Road. Addition of two four-foot wide bike lanes and a minor re-configuration of the intersection.	This project (\$1.273M) is programmed for construction in FY 2018/19.
County-wide Preventative Maintenance Program	This project would utilize the updated 2013 Mono County Pavement Management System (PMS) and Best Management Practices (BMPs) to protect roads that were rehabilitated between five and fifteen years ago.	This project (\$1.15M) is programmed for construction in FY 2017/18.



<b>OTHER COUNTY PROJECTS</b>	<b>DESIGN FEATURES</b>	<b>STATUS</b>
Rock Creek Road Rehab (Forest Highway Project)	Rehabilitation of 9.2 miles of Rock Creek Road and addition of a 4-foot wide bicycle climbing lane (8 miles in Mono County and 1.2 miles in Inyo County) from Highway 395 to the Hilton Lakes Trailhead.	Construction is underway and will continue into October. After a winter shut down, the project will start back up when weather allows in spring 2015 with completion in 2015.  <b>The timing of SCE's proposed utility trench project remains a serious concern. We have yet to receive final project plans from SCE and an encroachment permit application.</b>
<b>POTENTIAL ATP PROJECTS</b>	<b>DESIGN FEATURES</b>	<b>STATUS</b>
Safe Routes to School ATP Project	<p>Proposed Features for Bridgeport:</p> <ul style="list-style-type: none"> <li>• Upgrade/complete sidewalk sections, Curb extensions at US 395 crosswalks, Add pedestrian-activated crossing light system at School Street, Add pedestrian-scale, pedestrian street lights, Wayfinding, Benches</li> </ul> <p>Proposed Features for Lee Vining:</p> <ul style="list-style-type: none"> <li>• Removable curb extensions at US 395 crosswalks, Add pedestrian-activated crossing light system and safe harbor at First Street, Add pedestrian street lights,</li> </ul>	A project study report and ATP grant application was prepared and submitted.
June Lake Down Canyon Trail Project	<p>June Lake Down Canyon trail, could be segmented into:</p> <ul style="list-style-type: none"> <li>• Gull Lake to June Mountain through campground</li> <li>• Lower part of Yost Lake trail through Double Eagle Resort to campground</li> </ul>	

<b>POTENTIAL ATP PROJECTS</b>	<b>DESIGN FEATURES</b>	<b>STATUS</b>
Safe Routes to School Projects	Proposed Features for Chalfant: <ul style="list-style-type: none"> <li>• Add pedestrian activated crossing light system at Highway 6</li> </ul> Proposed Features for Crowley Lake: <ul style="list-style-type: none"> <li>• Add crosswalks on South Landing Road.</li> </ul>	
Owens Gorge Road Bike Lane	Construct new class 1 bike lane connecting Owens Gorge Road to Benton Crossing Road.	

## Mono County Projects

Project Name	Proj. Mgr.	Phase	County	Route	PM	Program	Construction Cost (\$ in millions, escalated)	Comments/Status
North Sherwin CAPM	McElwain	Construction	MNO	395	6.9/10.3	SHOPP	\$3.5	Programmed in the 2012 SHOPP. Cold in-place recycle pavement strategy. Construction 2014.
Crestview Maintenance Demo	McElwain	Construction	MNO	395	34.1	Minor	\$1.0	Demolish truck shed and construct minor grading and paving.
Conway CAPM	Zemitis	Construction	MNO	395	63.9/65.1	SHOPP	\$2.0	Cold in-place recycle pavement strategy. Construction <b>nearly complete</b> .
Oasis Curve Correction	McElwain	Construction	MNO	266	2.5	SHOPP	\$1.4	Realign 1/2 mile of highway to improve curve radius. Environmental work Complete. Construction summer 2014.
North White Mountain Shoulders	McElwain	Construction	MNO	6	2.4 / 4.0	Minor	\$1.0	Widen shoulders to 8 feet.
Lee Vining Rockfall	Zemitis	Design	MNO	395	52.1/53.7	SHOPP	\$6.0	Final Environmental Document complete July 2013; construction in 2015 <b>and 2016</b> . Mono Basin RPAC presentation <b>June 11, 2014</b> . <b>Expect to return to Mono Basin RPAC in September 2014</b> . Revegetation test plots minor project underway.
Poleline Right Turn Pocket	McElwain	Design	MNO	395	58.2	Minor	\$0.4	Construct a right turn pocket on US 395 at the junction with SR 167.
Green Lakes CAPM	Zemitis	<b>Design</b>	MNO	395	69.8/76.0	SHOPP	\$4.0	Rehabilitate pavement. <b>Construction 2016</b> .
Bridgeport Culverts	Zemitis	Design	MNO	395	77.0/87.0	SHOPP	\$1.5	Replace or repair 40 (or so) culverts north and south of Bridgeport. Construction in 2016.
Inyo/Mono Bridge Transition Rail	Zemitis	Design	INY/MNO	var	Various	SHOPP	\$3.7	Upgrade barrier approach rail. Environmental complete Jan 2015, construction 2017.
Crestview Maintenance Truck Shed	McElwain	Design	MNO	395	34.1	Minor	\$1.0	Construct a phase one of a new truck shed at the Crestview MS
Lee Vining Truck Shed Remodel	McElwain	Design	MNO	395	51.5	Minor	\$0.7	Remodel Truck Shed at the Lee Vining Maintenance Station
South White Mountain Shoulders	McElwain	Design	MNO	395	0.8/2.4	Minor	\$1.0	Widen shoulders to 8 feet.
West Walker and Rush Creek Bridge Transition Rail	McElwain	Design	MNO	395	46.2 & 96.0	Minor	\$0.4	Upgrade barrier approach rail.
Virginia Lakes Turn Pocket	McElwain	Design	MNO	395	63.5	Minor	\$0.5	Widen shoulders and construct a northbound left turn pocket.
Sheep Ranch Shoulders	Zemitis	Environmental Studies	MNO	395	80.5/84.3	SHOPP	\$4.4	Add 8 foot shoulders and treat 4 rockfall locations. Environmental work underway with construction expected in <b>2017</b> .
Aspen-Fales Shoulder Widening	McElwain	Environmental Studies	MNO	395	88.4/91.6	SHOPP	\$5.9	Widen shoulders to 8 feet, install rumble strip, correct superelevation at one horizontal curve. Construction 2018.
Little Walker Shoulders	Zemitis	Environmental Studies	MNO	395	93.4/95.7	SHOPP	\$4.5	Widen shoulders from 2 feet to 8 feet, install rumble strip, correct superelevation of two horizontal curves. Construction 2019. Environmental Studies <b>started</b> summer 2014.

### Mono County Projects

Olancha/Cartago Four-Lane	Zemitis	Environmental Studies	INY	395	29.2/41.8	RIP, IIP	\$92.9 to \$128.4	Last 4-lane project in Inyo County. In June 2007, funded through design (incl. R/W capital); On June 29, 2011, District 9 Director Tom Hallenbeck chose the preferred alternative, a combination of Alternative 3 in the north and Alternative 4 in the south. Final Environmental Document <b>still</b> expected in 2014, construction begins in 2018. Construction funding programmed in the 2014 STIP.
North Sherwin Shoulders	McElwain	PID	MNO	395	6.8/9.9	SHOPP	\$13.7	Widen shoulders to 8 feet.
Walker CAPM	McElwain	PID	MNO	395	106.3/120.5	SHOPP	\$14.3	Cold in-place recycle pavement strategy.