BOARD OF DIRECTORS MEETING

Thursday, September 1, 2011

5:30 P.M.

The Regular Session will commence immediately following the conclusion of the Closed Session.

Board of Supervisors’ Chambers
County Government Center
70 West Hedding Street
San Jose, CA 95110

AGENDA

To help you better understand, follow, and participate in the meeting, the following information is provided:

- Persons wishing to address the Board of Directors on any item on the agenda or not on the agenda should complete a blue card located at the public information table and hand it to the Board Secretary staff prior to the meeting or before the item is heard.

- Speakers will be called to address the Board when their agenda item(s) arise during the meeting and are asked to limit their comments to 2 minutes. The amount of time allocated to speakers may vary at the Chairperson's discretion depending on the number of speakers and length of the agenda. If presenting handout materials, please provide 25 copies to the Board Secretary for distribution to the Board of Directors.

- The Consent Agenda items may be voted on in one motion at the beginning of the meeting under Orders of the Day. If you wish to discuss any of these items, please request the item be removed from the Consent Agenda by completing a blue card at the public information table and handing it to the Board Secretary staff prior to Orders of the Day, Agenda Item #10.
Disclosure of Campaign Contributions to Board Members (Government Code Section 84308)

In accordance with Government Code Section 84308, no VTA Board Member shall accept, solicit, or direct a contribution of more than $250 from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency. Any Board Member who has received a contribution within the preceding 12 months in an amount of more than $250 from a party or from any agent or participant shall disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use his or her official position to influence the decision.

A party to a proceeding before VTA shall disclose on the record of the proceeding any contribution in an amount of more than $250 made within the preceding 12 months by the party, or his or her agent, to any Board Member. No party, or his or her agent, shall make a contribution of more than $250 to any Board Member during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. The foregoing statements are limited in their entirety by the provisions of Section 84308 and parties are urged to consult with their own legal counsel regarding the requirements of the law.

All reports for items on the open meeting agenda are available for review in the Board Secretary’s Office, 3331 North First Street, San Jose, California, (408) 321-5680, the Monday, Tuesday, and Wednesday prior to the meeting. This information is available on our website, www.vta.org, and also at the meeting. Any document distributed less than 72-hours prior to the meeting will also be made available to the public at the time of distribution. Copies of items provided by members of the public at the meeting will be made available following the meeting upon request.

In compliance with the Americans with Disabilities Act (ADA), those requiring accommodations for this meeting should notify the Board Secretary’s Office 48-hours prior to the meeting at (408) 321-5680 or e-mail: board.secretary@vta.org or (408) 321-2330 (TTY only). VTA’s home page is on the web at: www.vta.org or visit us on Facebook at: www.facebook.com/scvta.

NOTE: THE BOARD OF DIRECTORS MAY ACCEPT, REJECT OR MODIFY ANY ACTION RECOMMENDED ON THIS AGENDA.
CALL TO ORDER

1. ROLL CALL

2. RECESS TO CLOSED SESSION

A. Conference with Real Property Negotiators
   [Government Code Section 54956.8]

   Property: 1610, 1620, 1630, 1640, 1650 Berryessa Road, San Jose, CA

   Agency Negotiator: Bijal Patel, Deputy Director, Property Development & Management

   Negotiating Parties: John W. Jordan, UBS Realty Investors LLC, on behalf of San Jose V Investors LLC

   Under Negotiation: Price and terms of payment

B. Conference with Real Property Negotiators
   [Government Code Section 54956.8]

   Property: 2365 Quimby Road, San Jose, CA

   Agency Negotiator: Bijal Patel, Deputy Director, Property Development & Management

   Negotiating Parties: Gregg O. Dawley, Kearny Real Estate Company, on behalf of MS Kearney CT 1, LLC

   Under Negotiation: Price and terms of payment

C. Existing Litigation - Conference with Legal Counsel
   [Government Code Section 54956.9(a)]

   Name of Case: Santa Clara Valley Transportation Authority v. BRCP-Landmark, LLC, et al. (Santa Clara Superior Court No.: 1-10-CV-182021)

D. Conference with Labor Negotiators
   [Government Code Section 54957.6]

   VTA Designated Representatives:
   Joseph Smith, Chief Financial Officer
   Bill Lopez, Chief Administrative Officer
   Robert L. Escobar, Human Resources Manager
Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

RECONVENE TO OPEN SESSION

3. CLOSED SESSION REPORT

4. Authorize the General Manager to approve and formally adopt amended successor labor agreements negotiated between the Santa Clara Valley Transportation Authority (VTA) and American Federation of State, County and Municipal Employees (AFSCME), Local 101; Service Employees International Union (SEIU), Local 521; and/or Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21.

5. PUBLIC PRESENTATIONS

This portion of the meeting is reserved for persons desiring to address the Board of Directors on any item within the Board's jurisdiction. Speakers are limited to 2 minutes. The law does not permit Board action or extended discussion of any item not on the agenda except under special circumstances. If Board action is requested, the matter can be placed on a subsequent agenda. All statements that require a response will be referred to staff for reply in writing.

6. HEARING - NOTICE OF INTENTION TO ADOPT RESOLUTIONS OF NECESSITY

ACTION ITEM - Close Hearing and adopt Resolutions of Necessity determining that the public interest and necessity require the acquisition of property interests from six parcels owned by: County of Santa Clara; Pacific Gas & Electric Co.; Eastridge Shopping Center, LLC; MS Kearny CT 1, LLC; BP West Coast Products, LLC, and Macy’s Secondary Real Estate, Inc. located in San Jose, California for the Capitol Expressway Light Rail Phase I Project.

Note: Motion must be approved by at least 2/3 of the Board (8 members).

<table>
<thead>
<tr>
<th>Property ID/Assessor’s Parcel Number/Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>CP236-01 (APN 491-15-003) owned by County of Santa Clara</td>
</tr>
<tr>
<td>CP236-02 (APN 491-15-003) owned by County of Santa Clara</td>
</tr>
</tbody>
</table>

**Property ID/Assessor’s Parcel Number/Owner**

| CP237-01 (APN 491-15-004) owned by Pacific Gas & Electric Co. |
| CP237-02 (APN 491-15-004) owned by Pacific Gas & Electric Co. |

**Property ID/Assessor’s Parcel Number/Owner**

| CP242-01 (APN 491-04-050) owned by Eastridge Shopping Center, LLC |
| CP242-02 (APN 491-04-050) owned by Eastridge Shopping Center, LLC |
| CP242-03 (APN 491-04-050) owned by Eastridge Shopping Center, LLC |
Property ID/Assessor’s Parcel Number/Owner
CP242-04 (APN 491-04-050) owned by Eastridge Shopping Center, LLC
CP242-05 (APN 491-04-050) owned by Eastridge Shopping Center, LLC
CP242-06 (APN 491-04-050) owned by Eastridge Shopping Center, LLC
CP242-09 (APN 491-04-050) owned by Eastridge Shopping Center, LLC

Property ID/Assessor’s Parcel Number/Owner
CP243-01 (APN 491-48-005) owned by MS Kearny CT 1, LLC
CP243-02 (APN 491-48-005) owned by MS Kearny CT 1, LLC

Property ID/Assessor’s Parcel Number/Owner
CP244-01 (APN 491-48-004) BP West Coast Products, LLC
CP244-02 (APN 491-48-004) BP West Coast Products, LLC

Property ID/Assessor’s Parcel Number/Owner
CP359-01 (APN 491-04-007) Macy’s Secondary Real Estate, Inc.

7. HEARING - NOTICE OF INTENTION TO ADOPT RESOLUTIONS OF NECESSITY

ACTION ITEM - Close Hearing and adopt Resolutions of Necessity determining that the public interest and necessity require the acquisition of property interest from four parcels owned by: San Jose V Investors, LLC; unknown (property located within Upper Penitencia Creek); heirs and/or devisees of Anna Catherine Vennum, located in San Jose, California; and heirs and/or devisees of Tito de la Rosa, located in Milpitas, California for the BART Silicon Valley Berryessa Extension (SVBX) Project.

Note: Motion must be approved by at least 2/3 of the Board (8 members).

Property ID/Assessor’s Parcel Number/Owner
B2313 (APN 254-17-066) owned by San Jose V Investors LLC
B2313 (APN 254-17-067) owned by San Jose V Investors LLC
B2313 (APN 254-17-068) owned by San Jose V Investors LLC
B2313 (APN 254-17-069) owned by San Jose V Investors LLC
B2313 (APN 254-17-070) owned by San Jose V Investors LLC

Property ID/Assessor’s Parcel Number/Owner
B3607-1 (APN – None) owned by Unknown (Property located within Upper Penitencia Creek)
B3607-2 (APN – None) owned by Unknown (Property located within Upper Penitencia Creek)
B3607-3 (APN – None) owned by Unknown (Property located within Upper Penitencia Creek)

Property ID/Assessor’s Parcel Number/Owner
B2220A-02 (APN – None) owned by Heirs and/or devisees of Tito de la Rosa

Property ID/Assessor’s Parcel Number/Owner
B2553-01 (APN 245-48-005) owned by Heirs and/or devisees of Anna Catherine Vennum


10. ORDERS OF THE DAY – The Consent Agenda is approved with Orders of the Day.

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CONSENT AGENDA

11. Approve the Board of Directors Regular Meeting Minutes of August 4, 2011.

Administration and Finance Committee

*Items submitted for the Consent Agenda by the Administration and Finance Committee.*

12. ACTION ITEM - Authorize the General Manager to execute a contract with Free Life Enterprises for Substance Abuse Professional Services for a three-year term from November 1, 2011 through October 31, 2014, with options for two one-year extensions. The initial contract amount is $250,800; the cost for each one-year extension is $83,600 for a total amount not to exceed $418,000.

Congestion Management Program and Planning Committee

*Items submitted for the Consent Agenda by the Congestion Management Program and Planning Committee.*


15. INFORMATION ITEM - Receive the VTP Highway Program Semi-Annual Report.

16. ACTION ITEM - Adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superseded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors.

17. ACTION ITEM - Approve extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

18. INFORMATION ITEM - Receive update on I-680 Express Lane project.

19. INFORMATION ITEM - Receive an update on the Valley Transportation Plan, Regional
Transportation Plan and Sustainable Communities Strategy activities.

Transit Planning and Operations Committee
*Items submitted for the Consent Agenda by the Transit Planning and Operations Committee.*

20. **ACTION ITEM** - Authorize the General Manager to execute a contract with Amland Corporation, the lowest responsive and responsible bidder, in the amount of $447,700 for the procurement and installation of a Laser Intrusion Detection System at the Hamilton Elevated Guideway.

21. **ACTION ITEM** - Authorize the General Manager to amend the Capitol Expressway Light Rail Pedestrian Improvements construction contract with Gordon N. Ball Inc. to include the lighting improvements in the amount of $2,250,000 for a new contract amount of $9,916,860.

22. **ACTION ITEM** - Authorize the General Manager to execute an amendment to the existing Master Agreement with the City of Milpitas regarding infrastructure improvement work to be performed by VTA on a cooperative basis with the City of Milpitas as part of the BART Silicon Valley Berryessa Extension Project and cost reimbursement to the City of Milpitas in support of the BART Silicon Valley Berryessa Extension Project.

23. **ACTION ITEM** - Authorize the General Manager to enter into a cooperative agreement with the City of San José regarding utility relocations within Trade Zone Boulevard in support of the BART Silicon Valley Berryessa Extension Project.

Audit Committee
*The Audit Committee did not meet in August 2011.*

**CEREMONIAL ITEMS/SPECIAL REPORTS**

24. **AWARDS AND COMMENDATION**

*Employees of the Month for September 2011*

Recognize Eric Rosenberg, Transit Service Development Specialist II, River Oaks; Jason Finstad, Transit Mechanic, Chaboya Maintenance; and Akihiro Terasawa, Coach Operator, North Division as Employees of the Month for September 2011.

25. **REPORT FROM THE GENERAL MANAGER.** (Verbal Report)

26. **REPORT FROM THE CHAIRPERSON.** (Verbal Report)

**REGULAR AGENDA**

27. **INFORMATION ITEM** - Receive Silicon Valley Rapid Transit (SVRT) Program Update.
28. **ACTION ITEM -** Adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

**Administration and Finance Committee - Liz Kniss**

*Items submitted for the Regular Agenda by the Administration and Finance Committee.*

29. **ACTION ITEM -** Adopt a resolution authorizing the General Manager or Chief Financial Officer to take all necessary actions, enter into agreements and execute documents for VTA to issue refunding bonds in a par amount not to exceed $60 million via a competitive or negotiated method of sale, the proceeds of which will refund VTA’s Junior Lien Sales Tax Revenue Bonds, 1998 Series A Bonds and Junior Lien Sales Tax Revenue Bonds, 2000 Series A Bonds and to pay the cost of issuance.

**Congestion Management Program and Planning Committee - Chuck Page**

*Items submitted for the Regular Agenda by the Congestion Management Program and Planning Committee.*

30. **INFORMATION ITEM -** Discuss Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

**Transit Planning and Operations Committee - Rich Larsen**

*Items submitted for the Regular Agenda by the Transit Planning and Operations Committee.*

31. **ACTION ITEM -** Authorize the General Manager to execute a contract with Gordon N. Ball, the lowest responsive and responsible bidder, in the amount of $22,145,770 for the construction of the Kato Road Grade Separation.

**Audit Committee - Rose Herrera**

*The Audit Committee did not meet in August 2011.*

**OTHER ITEMS**

32. **ITEMS OF CONCERN AND REFERRAL TO ADMINISTRATION**

33. **INFORMATION ITEM -** Review the Monthly Legislative History Matrix.
AGENDA
VTA Board of Directors
Thursday, September 1, 2011

34. REPORTS (UNAPPROVED MINUTES) FROM STANDING COMMITTEES
   A. Administration and Finance Committee
   B. Congestion Management Program and Planning Committee
   C. Transit Planning and Operations Committee
   D. Audit Committee (No Meeting Scheduled)

35. REPORTS (UNAPPROVED MINUTES) FROM ADVISORY COMMITTEES
   A. Committee for Transit Accessibility (CTA) (No Meeting Scheduled)
   B. Citizens Advisory Committee (CAC) and 2000 Measure A Citizens Watchdog Committee (CWC)
   C. Bicycle & Pedestrian Advisory Committee (BPAC)
   D. Technical Advisory Committee (TAC)
   E. Policy Advisory Committee (PAC)

36. REPORTS FROM JOINT POWERS BOARDS (JPBs) & REGIONAL COMMISSIONS
   A. Peninsula Corridor JPB
   B. Capitol Corridor JPB
   C. Dumbarton Rail Corridor Policy Committee
   D. Metropolitan Transportation Commission (MTC)
   E. Sunol Smart Carpool Lane Joint Powers Authority
   F. SR 152 Mobility Partnership

37. REPORTS FROM VTA POLICY ADVISORY BOARDS (PABs)
   A. Diridon Station Joint Policy Advisory Board
   B. Downtown East Valley PAB (No Meeting Scheduled)
   C. El Camino Real Rapid Transit PAB
   D. Silicon Valley Rapid Transit Corridor & BART Warm Springs Extension PAB (No Meeting Scheduled)

38. ANNOUNCEMENTS

39. ADJOURN in memory of Randy Tamez, former CTA Chairperson and advocate for persons with disabilities.
CALL TO ORDER

The Regular Meeting of the Santa Clara Valley Transportation Authority’s (VTA) Board of Directors was called to order by Chairperson Abe-Koga at 5:34 p.m. in the Board of Supervisors’ Chambers, County Government Center, 70 West Hedding Street, San José, California.

1. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margaret Abe-Koga</td>
<td>Chairperson</td>
<td>Present</td>
</tr>
<tr>
<td>Marshall Anstandig</td>
<td>Alternate Board Member</td>
<td>Absent</td>
</tr>
<tr>
<td>Xavier Campos</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>David Cortese</td>
<td>Ex-Officio Board Member</td>
<td>Absent</td>
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<tr>
<td>Rose Herrera</td>
<td>Board Member</td>
<td>Present</td>
</tr>
<tr>
<td>Ash Kalra</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Liz Kniss</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Rich Larsen</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Sam Liccardo</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Jamie Matthews</td>
<td>Alternate Board Member</td>
<td>Present</td>
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<tr>
<td>Pete McHugh</td>
<td>Alternate Board Member</td>
<td>Absent</td>
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<tr>
<td>Chris Moylan</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Chuck Page</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>Nancy Pyle</td>
<td>Alternate Board Member</td>
<td>Absent</td>
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<tr>
<td>Chuck Reed</td>
<td>Board Member</td>
<td>Present</td>
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<tr>
<td>George Shirakawa</td>
<td>Alternate Board Member</td>
<td>Absent</td>
</tr>
<tr>
<td>Perry Woodward</td>
<td>Board Member</td>
<td>Present</td>
</tr>
<tr>
<td>Ken Yeager</td>
<td>Vice Chairperson</td>
<td>Present</td>
</tr>
</tbody>
</table>

* Alternates do not serve unless participating as a Member.

A quorum was present.

Chairperson Abe-Koga requested that Agenda Item #9., Orders of the Day and approval of the Consent Agenda be heard before Agenda Item #2., Recess to Closed Session. Chairperson Abe-Koga announced the meeting would adjourn in memory of Ron Swegles, former Policy Advisory Committee Member and Sunnyvale Councilmember.

The Agenda was taken out of order.
9. ORDERS OF THE DAY

Public Comments

Roland Lebrun, Interested Citizen, expressed concern with VTA’s participation in the Santa Clara Valley Habitat Conservation Plan (HCP) and urged the Board to vote against the Plan’s budget proposal.

Member Moylan requested staff input on the issues that were raised by Mr. Lebrun.

Member Larsen questioned the need for VTA’s participation in the plan.

Tom Fitzwater, Environmental Planning Manager, provided background information and clarified VTA’s role in the Habitat Conservation Plan.

Ken Schreiber, Santa Clara County Habitat Program Manager, provided additional information of the overall objective of the plan and noted the County is actively involved as the plan moves forward and continues to be defined.

M/S/C (Herrera/Liccardo) to accept the Orders of the Day and approve the Consent Agenda. Board Member Reed abstained from Agenda Item #17., Authorize the General Manager to revise URS Corporation contract S06119 to a not-to-exceed total contract value of $8.3 million to correct a staff oversight that reported the not-to-exceed value for the contract to be $4.3 million at its approval at the May 5, 2011 VTA Board Meeting.

CONSENT AGENDA

10. M/S/C (Herrera/Liccardo) to approve the Board of Directors Regular Meeting Minutes of June 2, 2011.

11. M/S/C (Herrera/Liccardo) to approve the Board of Directors Workshop Meeting Minutes of June 24, 2011.

12. M/S/C (Herrera/Liccardo) to reaffirm Ex-Officio Board Member David Cortese's appointment as the second VTA representative to the Downtown East Valley (DTEV) Policy Advisory Board (PAB).

13. M/S/C (Herrera/Liccardo) to approve the $110,000 budget for Fiscal Year 2011/2012 for the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan and the overall cost allocation for the Plan in the amount of $1,020,092.


15. M/S/C (Herrera/Liccardo) to accept the CMP Model Conformity Consistency findings for the City of San Jose Local Transportation Model.
16. **M/S/C (Herrera/Liccardo)** to adopt VTA’s Sustainable Communities Strategy (SCS) Principles as Santa Clara County’s position to ensure proper development of a viable Regional Transportation Plan.

17. **M/S/C (Herrera/Liccardo)** on a vote of 11 ayes to 0 noes to 1 abstention to authorize the General Manager to revise URS Corporation contract S06119 to a not-to-exceed total contract value of $8.3 million to correct a staff oversight that reported the not-to-exceed value for the contract to be $4.3 million at its approval at the May 5, 2011 VTA Board Meeting. Board Member Reed abstained.

18. **M/S/C (Herrera/Liccardo)** to adopt Resolution No. 2011.08.19 agreeing to conduct Resolution of Necessity hearings at the local level for the I-280/I-880/Stevens Creek Boulevard Improvements Project, as required by State law. **Note:** Motion must be approved by at least 4/5 of the Board (10 members).

19. **M/S/C (Herrera/Liccardo)** to adopt Resolution No. 2011.08.20 approving and adopting the Final Relocation Plan for the I-280/I-880/Stevens Creek Boulevard Improvements Project (Project).

20. **M/S/C (Herrera/Liccardo)** to adopt Resolution No. 2011.08.21 approving and adopting the Relocation Plan for the Santa Clara-Alum Rock Rapid Transit Project.

21. **M/S/C (Herrera/Liccardo)** to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Upper Penitencia Creek Improvement Project within the SVRT Program.

2. **RECESS TO CLOSED SESSION**

**Public Comment**

The following VTA Employees addressed the Board of Directors and stressed the importance of continuing good faith contract negotiations. They requested fairness in pension reforms, protection of members, restoration of step increases, and cost of living adjustments.

- Tammy Dhanota, Service Employees International Union (SEIU) Local 521 Chief Steward;
- Karen Grimes, SEIU
- Patrick Riley, SEIU
- Walter Marchetti, American Federation of State, County, and Municipal Employees (AFSCME) Local 101
- Craig Ferguson, AFSCME

2. **RECESSED TO CLOSED SESSION at: 5:57p.m.**

A. Existing Litigation - Conference with Legal Counsel [Government Code Section 54956.9(a)]

Name of Case: Hernandez v. Santa Clara Valley Transportation Authority (Santa Clara Superior Court Case No.: 1-09-CV-160136)
B. Conference with Labor Negotiators
   [Government Code Section 54957.6]

   **VTA Designated Representatives:**
   Joseph Smith, Chief Financial Officer
   Bill Lopez, Chief Administrative Officer
   Robert L. Escobar, Human Resources Manager

   **Employee Organizations:**
   American Federation of State, County and Municipal Employees (AFSCME), Local 101
   Service Employees International Union (SEIU), Local 521
   Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

C. Public Employment
   [Government Code Section 54957]

   **Title:** General Counsel

   Board Member Reed left his seat at 6:20 p.m.
   Board Member Campos left his seat at 6:20 p.m.

   **RECONVENCED TO OPEN SESSION at: 6:45 p.m.**

3. **CLOSED SESSION REPORT**

   A. Existing Litigation - Conference with Legal Counsel
      [Government Code Section 54956.9(a)]

      **Name of Case:** Hernandez v. Santa Clara Valley Transportation Authority
      (Santa Clara Superior Court Case No.: 1-09-CV-160136)

      Kevin Allmand, General Counsel, noted there was no reportable action taken during Closed Session.

   B. Conference with Labor Negotiators
      [Government Code Section 54957.6]

      **VTA Designated Representatives:**
      Joseph Smith, Chief Financial Officer
      Bill Lopez, Chief Administrative Officer
      Robert L. Escobar, Human Resources Manager

      **Employee Organizations:**
      American Federation of State, County and Municipal Employees (AFSCME), Local 101
      Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

Mr. Allmand noted there was no reportable action taken during Closed Session.

C. Public Employment

[Government Code Section 54957]

Title: General Counsel

Mr. Allmand noted there was no reportable action taken during Closed Session.

4. (Deferred to the September 1, 2011 Board Meeting.)

Authorize the General Manager to approve and formally adopt amended successor labor agreements negotiated between the Santa Clara Valley Transportation Authority (VTA) and American Federation of State, County and Municipal Employees (AFSCME), Local 101; Service Employees International Union (SEIU), Local 521; and/or Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21.

5. Recruitment of the General Counsel

Chairperson Abe-Koga announced the retirement of Kevin Allmand, VTA General Counsel. Member Liccardo, Vice Chairperson Yeager, and Chairperson Abe-Koga will serve on the search committee for the recruitment of the General Counsel.

M/S/C (Moylan/Page) to approve the appointment of a search committee composed of Chairperson Abe-Koga, Vice Chairperson Yeager, and Member Liccardo for the recruitment of the General Counsel.

6. PUBLIC PRESENTATIONS

James Wightman, Interested Citizen, expressed concern with several safety incidents on light rail, construction on the Santa Clara Alum Rock Light Rail project, and Clipper cards.

Eugene Bradley, Interested Citizen, asked for articulated buses on bus route 23 to accommodate more passengers.

Roland Lebrun, Interested Citizen, thanked VTA staff for solving the scheduling problems with the trains at the Civic Center. He expressed concern with connection between Caltrain and Mountain View light rail at Diridon Station and the travel time between Diridon Station and Santa Teresa Station.

7. Citizens Advisory Committee (CAC) Chairperson’s Report

Charlotte Powers, CAC Committee Chairperson, provided a report on the CAC Clipper Tour-Around-the-Bay where committee members used various Bay Area public transit providers and paid all fares using only the Clipper card. She noted the benefits of the card
including the ease of use, seamless transition, no need for exact change, and the flexibility of adding value to the card.

8. Policy Advisory Committee (PAC) Chairperson’s Report

There was no PAC Chairperson’s Report.

CEREMONIAL ITEMS/SPECIAL REPORTS

22. AWARDS AND COMMENDATION

A. Employees of the Month for July 2011

Chairperson Abe-Koga recognized and presented an award to Ray Franklin, Quality Assurance & Warranty Specialist, River Oaks Administration; Shonna Swain, Coach Operator, North Division; Marc Johnson, Transit Mechanic, Cerone Maintenance Division, as Employees of the Month; and Joel Milburn, Light Rail Power System Supervisor, Way Power and Signal, as Supervisor of the Quarter for the third quarter of 2011.

Employees of the Month for August 2011

Chairperson Abe-Koga recognized and presented an award to Shanthi Chatradhi, Associate Transportation Engineer, River Oaks Administration as Employee of the Month for August. Richard Gould, Coach Operator, North Division; and Danny Davis, Paint and Body Mechanic, Bus Overhaul and Repair, were unable to attend.

B. Earth Day Award

Chairperson Abe-Koga recognized and presented an award to Hien Chu, a ninth grade student from Evergreen Valley High School, as the winner of VTA’s Earth Day Essay Contest.

23. GENERAL MANAGERS REPORT

Mr. Burns provided a brief report, highlighting the following: 1) The increase in ridership and boardings per revenue hour for the month of June 2011, 2) Improvements in Light Rail on-time performance since the implementation of the July service changes, 3) Installation of 4G WiFi service on all light rail vehicles and positive feedback from customers, 4) Installation of the new fareboxes aboard buses, 5) New EcoPass Partnership with DeAnza College, 6) Approval of Assembly Bill 1105 (Gordon) allowing the conversion of the carpool lanes to express lanes on U.S. 101 from Morgan Hill to Redwood City, 7) Award received from the Government Finance Officers Association of the United States and Canada (GFOA) for excellence in financial reporting, 8) Visit from U.S. Department of Labor Secretary, Hilda Solis, and her tour of the Chaboya Bus Division where she learned about the Joint Workforce Investment program and met several participants, and 9) VTA Employees Filipino Cultural Festival.
24. **CHAIRPERSON’S REPORT**

Chairperson Abe-Koga provided a brief report on the BART Seat Lab event conducted at the Great Mall in Milpitas, which was held to gain input from Santa Clara County residents on the seating design of the new BART trains.

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### REGULAR AGENDA

25. **Silicon Valley Rapid Transit (SVRT) Program Update**

Carolyn Gonot, Chief SVRT Officer, provided an overview of the staff report.

Member Kniss thanked staff for providing numbers and graphs that indicate incurred and budgeted amounts through June 2011. She asked that the information be vetted during the next SVRT update. Board Member Herrera requested the information be provided to the full Board.

**Public Comment**

Eugene Bradley, thanked staff for the BART seat lab for Santa Clara County residents. He indicated BART would be conducting follow-up labs, and urged VTA staff to work with them to ensure a lab is held in the Santa Clara County area.

On order of Chairperson Abe-Koga and there being no objection, the Silicon Valley Rapid Transit (SVRT) Program Update was received.

26. **Joint Workforce Investment**

Michael Hursh, Deputy Director, Operations, provided an overview of the staff report and a presentation highlighting: 1) JWI accomplishments, 2) Measurable Benefits, 3) National Recognition and Labor Secretary Visit, and 4) Recommendations.

M/S/C (Liccardo/Page) to authorize the General Manager to extend the current contract of $462,355, plus an interim 90-day extension for $69,353, with BalancePoint Strategic Services in the amount of $550,000 for a total contract value of $1,081,708 to provide ongoing professional services in support of the Joint Workforce Investment (JWI) project. The term of the extended contract would be from July 1, 2011 through June 30, 2014.

27. **Freight Railroad Relocation**

Mark Robinson, Chief Engineering and Construction Officer provided an overview of the staff report.

**Public Comment**

Omar Chatty, Interested Citizen, expressed concern with funding Alameda County activities and questioned the legality. He indicated he is opposed to toll lanes and questioned what the funds will be used for.
Mr. Burns indicated the BART line VTA is extending into Santa Clara County terminates in Alameda County and has to be constructed from there. Mr. Burns noted legal information can be provided to Mr. Chatty.

Member Larsen questioned if VTA has considered hiring versus contracting. Member Herrera encouraged staff to look at skill sets needed and identify opportunities for VTA employees. Member Liccardo requested the next SVRT update include the information on consultant costs and a breakdown of direct costs. He concluded the entire Board needs to understand the rationale behind these costs.

M/S/C (Herrera/Page) to authorize the General Manager to execute a contract with Ghirardelli Associates, Inc. for Construction Management Services for the Freight Railroad Relocation activities including the Mission Warren Truck-Rail contract and the Kato Road Grade Separation Project in the amount of $7,300,000. The term of the contract will be for four years through June 30, 2015 with options for three one-year extensions.

28. **Steel Pipe Relocation**

M/S/C (Yeager/Page) to authorize the General Manager to execute a contract with the lowest responsive and responsible bidder for the procurement of the 42-inch diameter steel pipe for the relocation of the Santa Clara Valley Water District waterline in the Silicon Valley Berryessa project corridor.

29. **Express Connectors**

Mr. Robinson provided an overview of the staff report.

**Public Comment**

Omar Chatty, Interested Citizen, questioned the uses of the revenue from the toll lanes.

Mr. Burns indicated the funds will be used to pay for operating and maintenance costs of the facility and transportation improvements in the corridor.

M/S/C(Liccardo/Herrera) to authorize the General Manager to execute a contract with the lowest responsive and responsible bidder for construction of the SR 237/I-880 Express Connectors project. This contract is 80% federally funded.

**Administration and Finance Committee - Liz Kniss**

_The Administration and Finance Committee did not meet in June or July 2011._

**Congestion Management Program and Planning Committee - Chuck Page**

_The Congestion Management Program and Planning Committee did not meet in June or July 2011._

**Transit Planning and Operations Committee - Rich Larsen**

_The Transit Planning and Operations Committee did not meet in June or July 2011._
• **Revenue Enhancement Subcommittee on VTA Marketing Plan for FY12**

Member Larsen provided a brief report from the Revenue Enhancement Subcommittee. He highlighted the peer review of VTA’s marketing plan by the American Public Transportation Association (APTA), who provided strategic direction to enhance ridership growth opportunities.

Member Larsen indicated VTA will be implementing several promotions and measuring success based on ridership goals. He thanked Board Member Campos for his hard work and contributions to the plan and thanked staff for their support.

**Audit Committee - Rose Herrera**

*The Audit Committee did not meet in June or July 2011.*

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**OTHER ITEMS**

30. **Monthly Legislative History Matrix**

*On order of Chairperson Abe-Koga and there being no objection, the Monthly Legislative History Matrix was accepted as contained in the Agenda Packet.*

31. **ITEMS OF CONCERN AND REFERRAL TO ADMINISTRATION**

There were no Items of Concern and Referral to Administration.

32. **REPORTS (UNAPPROVED MINUTES) FROM STANDING COMMITTEES**

A. **Administration and Finance Committee**

There was no report from the Administration and Finance Committee.

B. **Congestion Management Program and Planning Committee**

There was no report from the Congestion Management Program and Planning Committee.

C. **Transit Planning and Operations Committee**

There was no report from the Transit Planning and Operations Committee.

D. **Audit Committee**

There was no report from the Audit Committee.

33. **REPORTS (UNAPPROVED MINUTES) FROM ADVISORY COMMITTEES**

A. **Committee for Transit Accessibility (CTA)**
There was no report from the Committee for Transit Accessibility.

B. Citizens Advisory Committee (CAC) and 2000 Measure A Citizens Watchdog Committee (CWC)

On order of Chairperson Abe-Koga and there being no objection, the June 8, 2011 Citizens Advisory Committee (CAC) and 2000 Measure A Citizens Watchdog Committee (CWC) Minutes were accepted as contained in the Agenda Packet.

C. Bicycle & Pedestrian Advisory Committee (BPAC)

There was no report from the Bicycle & Pedestrian Advisory Committee.

D. Technical Advisory Committee (TAC)

On order of Chairperson Abe-Koga and there being no objection, the May 12, 2011, and July 14, 2011 Technical Advisory Committee (TAC) Minutes were accepted as contained in the Agenda Packet.

E. Policy Advisory Committee (PAC)

On order of Chairperson Abe-Koga and there being no objection, the June 9, 2011 Policy Advisory Committee (PAC) Minutes were accepted as contained in the Agenda Packet.

34. REPORTS FROM JOINT POWERS BOARDS (JPBs) & REGIONAL COMMISSIONS

A. Peninsula Corridor JPB

On order of Chairperson Abe-Koga and there being no objection, the Summary Notes from the July 7, 2011 Peninsula Corridor Joint Powers Board were accepted as contained on the dais.

B. Capitol Corridor JPB

On order of Chairperson Abe-Koga and there being no objection, the Summary Notes from the June 8, 2011 Capitol Corridor Joint Powers Board were accepted as contained on the dais.

C. Dumbarton Rail Corridor Policy Committee

There was no report from the Dumbarton Rail Corridor Policy Committee.

D. Metropolitan Transportation Commission (MTC)

On order of Chairperson Abe-Koga and there being no objection, the
Summary Notes from the June 22, 2011 and the July 27, 2011 Metropolitan Transportation Committee were accepted as contained on the dais.

E. **Sunol Smart Carpool Lane Joint Powers Authority**

On order of Chairperson Abe-Koga and there being no objection, the Summary Notes from the June 13, 2011 and the July 11, 2011 Sunol Smart Carpool Lane Joint Powers Authority Governing Board were accepted as contained on the dais.

F. **SR 152 Mobility Partnership**

There was no report from the SR 152 Mobility Partnership.

**Public Comment**

Omar Chatty, Interested Citizen, expressed concern with running Caltrain along the peninsula and suggested constructing BART instead. He stated opposition to tolls on Hwy 152. Mr. Chatty questioned the use of dollars generated by Santa Clara County motorists.

48. **ANNOUNCEMENTS**

Member Moylan shared kind words and noted several accomplishments of his former colleague and Sunnyvale Councilmember, Ron Swegles.

49. **ADJOURNMENT**

On order of Chairperson Abe-Koga and there being no objection, the meeting was adjourned at 7:53 p.m. in memory of Sunnyvale Councilmember Ron Swegles.

Respectfully submitted,

Menominee McCarter, Board Assistant
VTA Office of the Board Secretary
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: Resolutions of Necessity for Capitol Expressway Light Rail Phase I Project

Policy-Related Action: No  Government Code Section 84308 Applies: No

Resolution

ACTION ITEM

RECOMMENDATION:

Adopt Resolutions of Necessity determining that the public interest and necessity require the acquisition of property interests from six parcels for the Capitol Expressway Light Rail Phase I Project.

BACKGROUND:

The Capitol Expressway Light Rail (CELR) Project (CELR Project) is located along Capitol Expressway between Capitol Avenue and Quimby Road in the City of San Jose, as shown in the Project Limits Map Exhibit. This light rail project will be implemented in two phases. The first phase, Phase I, includes pedestrian and bus stop improvements along the Capitol Expressway corridor within the Project limits and expansion and reconfiguration of the transit center at Eastridge Mall. This phase will also relocate a portion of the Eastridge Mall Loop Road and improve connectivity to the mall. The pedestrian improvements in Phase I are currently under construction along both sides of the expressway between Capitol Avenue and Tully Road.

The second phase, Phase II, of the project will extend the light rail system along Capitol Expressway to the Eastridge Transit Center. The Board of Directors certified the Final Environmental Impact Report in May 2005.

Phase I of the Project requires property acquisitions from six owners. These acquisitions are being pursued in accordance with state law, and diligent efforts are being made to acquire them.
through negotiated settlement. However, negotiated settlements may not be achievable in all instances and some of the acquisitions may need to be acquired through a timely condemnation process so as to ensure that the Project can stay on schedule.

A prerequisite to commencement of eminent domain proceedings by a public entity is adoption of a Resolution of Necessity (California Code Civil Procedure section 1245.220). As discussed below, staff is recommending the Board adopt Resolutions of Necessity for the six property acquisitions to enable commencement of eminent domain proceedings as necessary.

**DISCUSSION:**

The following are the six property acquisitions required for Phase I of the Project:

1) **The property owned by the County of Santa Clara, identified as CP236.** This parcel is vacant land. The acquisition consists of a fee simple interest for street improvements and a bus stop and a twelve month temporary construction easement as shown in Exhibit CP236 County of Santa Clara.

2) **The property owned by Pacific Gas and Electric, identified as CP237.** This parcel is vacant land encumbered by overhead electrical and underground gas facilities. The acquisition consists of a fee simple interest for street improvements, relinquishment of abutter’s rights of access and a twelve month temporary construction easement as shown in Exhibit CP237 Pacific Gas and Electric.

3) **The property owned by Eastride Shopping Center, LLC, identified as CP242.** This parcel is a regional shopping center. The acquisition consists of a fee simple interest for the Eastridge Transit Center, four twenty-one month temporary construction easements and two ingress/egress easements as shown in Group Exhibit CP242 Eastridge Shopping Center, LLC. Attached is a copy of a letter from a law firm, Gordon Kemper, representing Eastridge Shopping Center LLC, requesting to appear at the Board of Directors meeting, attached as Exhibit CP242 Eastridge Letter. Attached as Exhibit CP242 VTA Response to Eastridge Letter is correspondence from VTA’s project manager and acquisition agent to Eastridge Shopping Center.

4) **The property owned by MS Kearny CT 1, identified as CP243.** This parcel is an office/commercial building. The acquisition consists of a fee simple interest for street improvements, relinquishment of abutter’s rights of access and a twelve month temporary construction easement as shown in Exhibit CP243 MS Kearny CT 1.

5) **The property owned by BP West Coast Products, LLC, identified as CP244.** The fifth parcel is a gas station. The acquisition consists of a fee simple interest for street improvements, relinquishment of abutter’s rights of access and a twelve month temporary construction easement as shown in Exhibit CP244 BP West Coast Products, LLC. Attached to this Memorandum is a copy of a letter from BP West Coast Products LLC, requesting to appear at the Board of Directors meeting, attached as Exhibit CP244 BP Letter.

6) **The property owned by Macy’s Secondary Real Estate, Inc., identified as CP359.** This parcel is a department store located in a regional shopping center. The acquisition consists of an ingress/egress easement as shown in Exhibit CP359. Attached to this Memorandum are copies
of two letters from a law firm, Matteoni O'Laughlin & Hechtman, representing Macy's, requesting to appear at the Board of Directors meeting, attached as Exhibit CP359 Macy's Letters. Attached as Exhibit CP359 VTA Correspondence to Macy's is an email from VTA's acquisition agent regarding the impact of the project on the Eastridge Shopping Center.

If an agreement with an owner to purchase is reached, or a possession and use agreement is obtained for any of these properties before the Board meeting, this recommendation will be amended to reflect the number of parcels proceeding through the condemnation process.

As noted above, a prerequisite to commencement of eminent domain proceedings by a public entity is adoption of a Resolution of Necessity. This statutory requirement is designed to ensure that public entities will verify and confirm the validity of their intended use of the power of eminent domain.

A Resolution of Necessity must contain a general statement of the public use for which the property is to be taken, a reference to the authorizing statutes, a description of the property and a declaration stating that each of the following have been found and determined to be true:

1. The public interest and necessity require the proposed project;
2. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. The property described in the resolution is necessary for the proposed project; and,
4. That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence.

The information addressing each of these items and any additional findings that must be made is included in a staff report attached as Exhibit CELR Staff Report. The staff report also contains specific information on the property impacted.

**ALTERNATIVES:**

There are no practical alternatives to the recommended action if the CELR Project schedule is to be maintained and the CELR Project is to be constructed as designed. The property that is subject to each of the Resolutions of Necessity is required for the CELR Project and a condemnation action must be initiated in order to obtain possession of each parcel.

**FISCAL IMPACT:**

Appropriation for the costs associated with acquisition of these properties is included in the FY12 Adopted 2000 Measure A Transit Improvement Program Capital Budget.

Prepared by: Juanita Villemaire
Memo No. 3167
Capitol Expressway Light Rail
Phase I Project Limits
APN-491-04-050

CP242-01 & CP242-08

PHOTO-EXHIBITS

FEE -

SDER -

STORM DRAINAGE EASEMENT RESERVATION

SCALE 1"=100'

Date: Modified By:
03/26/11  Stan Heffner

Checked By:
Lailah Boroumand

CELR PHASE 1

APN-491-04-050

EASTRIDGE LOOP

(PRIVATE STREET)

CAPITOL EXPRESSWAY

SDER.

CP242-01 (±1,040 sq ft)

±9,629.14 m² (±103,647 sq ft)

(2009-2010)

CP242-08

±96.62 m² (±1,040 sq ft)
CP242-06
±12,234.01 m²
(±131,685 sq ft)

A.P.N. 491-04-050
(2009-2010)

EASTRIDGE LOOP
CAPITOL EXPRESSWAY

SCALE 1"=200'

CELR PHASE I
EXHIBIT CP242, Page 3
APN-491-04-050
CP242-06, CP242-09

IEE - INGRESS/EGRESS EASEMENT

Date: 03-25-11
Modified By: Laleh Boroumand
Checked By: Stan Heffner
July 26, 2011

VIA OVERNIGHT DELIVERY AND U.S. MAIL

Ms. Sandra Weymouth
Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134

Re: Capital Expressway Light Rail Phase I Project – Response to Notice of Intention to Adopt Resolution of Necessity (Eastridge Mall - Property Identification No. CP242)

Dear Ms. Weymouth:

On behalf of Eastridge Shopping Center L.L.C., please accept this letter as our formal response to the Notice of Intention to Adopt Resolution of Necessity dated July 15, 2011, issued by the Santa Clara Valley Transportation Authority (VTA) in regard to the above-referenced property.

By letter dated July 18, 2011 (attached), the property owner requested the VTA’s representative in this matter (Ms. Kathy Wood) to provide our team with necessary information to enable us to evaluate the VTA’s proposed condemnation and to facilitate negotiations. We are informed that our requested information will be forthcoming, and that our representatives will be meeting with VTA staff in coming days. As the July 18 letter describes, there remain significant and unresolved issues concerning the VTA’s proposed project and associated acquisition of land from the Eastridge Mall property.

We believe that the VTA’s proposed adoption of a Resolution of Necessity on September 1, 2011 is premature, since proper negotiations between the VTA and the property owner have not taken place. On this basis, we request that the VTA postpone any proposed adoption of a Resolution of Necessity, in order to allow negotiations to proceed on an informed basis and to allow the parties to work toward the development of alternatives to reduce the significant impacts of the VTA’s project on the Eastridge Mall.

If the VTA is unwilling to postpone the proposed adoption of a Resolution of Necessity as we request, please consider this letter as our formal written request to appear and be heard by the VTA Board of Directors at the September 1, 2011 meeting, or at such later date as may be determined.
Thank you for your consideration of our request. We look forward to further discussion with VTA staff and decisionmakers as this process moves forward. In the meantime, if you have any questions please let us know.

Sincerely yours,

GORDON KEMPER LLP

By:

Kevin M. Kemper


Proof of Service

Cc: John T. Tindall
    Marjorie Zessar, Esq.
VIA EMAIL AND UPS OVERNIGHT

Ms. Kathy Wood
Kathy Wood & Associates
3030 Bridgeway, Suite 220
Sausalito, CA 94965

Re: CELR - Phase I - Eastridge Mall

Dear Kathy:

Thank you for your voicemail last Friday regarding the VTA’s proposed acquisition of property from the Eastridge Mall for the Capital Expressway Light Rail Project, Phase I (“CELR Project”). As you know, we have received the VTA’s offer for acquisition dated May 5, 2011 and we are currently evaluating the VTA’s proposal. On May 18, 2011 we sent you a letter in response, along with an email requesting specific additional information that we consider necessary in order to complete our evaluation. While we appreciate the materials you sent to us on June 20th, we still have many outstanding questions that need to be resolved before we can complete our evaluation and respond with a reasonable counter-proposal. As you know from your own investigation, the Eastridge Mall property is subject to reciprocal easement agreements and lease agreements with the department stores and other tenants and occupants which must be considered both with respect to the determination of the impacts of the VTA’s proposed CELR Project, as well as just compensation.

The VTA proposes to acquire a material portion of the Eastridge Mall property, which will have a significant adverse effect on existing retail operations. In our May 18th email correspondence, we requested electronic CADD files of the VTA’s current site plan with improvements, in order for us to accurately assess the impacts on entries, parking, circulation, and operations at the Eastridge Mall. To date, we have not received this information, and the small-scale PDF files we have received are neither suitable nor adequate for this purpose. We require more than a simple exhibit showing the area of the VTA’s proposed acquisition. By this letter, we reiterate our request for these CADD files. In addition, we’ll need grading and drainage plans and a construction schedule including all phasing to fully assess the impact of the VTA’s proposal.
Your letter of June 20th and the accompanying materials raise a number of additional issues that must be addressed by the VTA as soon as possible:

1. The bus distribution information (both pre- and post-project) indicates that approximately 60% of buses exiting the existing facility travel along the internal Mall ring road (Eastridge Loop) to access Tully Road. It does not appear that the VTA has an established legal right to run buses on Eastridge Loop, which is not a dedicated public right-of-way. The VTA recognizes this, since the VTA is seeking easement rights to use the ring road to access Tully Road, by way of Eastridge Lane. But under current conditions, 46% of all buses (228 out of 488) actually travel further along Eastridge Loop and exit to Tully via Eastridge Way. The VTA's offer for acquisition does not include additional easement rights in support of this means of access. The VTA must either expand its requested easement to cover all intended access routes (and provide full compensation accordingly), or in the alternative, commit to only using Eastridge Lane for access to Tully Road.

2. Your materials indicate that the VTA has not conducted a traffic analysis of the effects of the CELR Project on the internal circulation at the Eastridge Mall, although 60% of project trips would use the Mall property for ingress and egress. This analysis is mandatory, not only to satisfy your obligations to us as the impacted property owner, but also to satisfy the VTA’s requirements under the California Environmental Quality Act (CEQA). Moreover, the traffic information you provided on June 20 is sourced from the original project environmental review document, dating from 1995/1997. The VTA should either provide more updated information or demonstrate that the information from fifteen years ago is still representative of current (2011) conditions.

3. On Exhibit B in the June 20 materials, it appears that the VTA’s proposed alignment of Eastridge Loop would further require intersection control improvements, including a signal. This is new information. Further, the VTA must disclose whether the proposed signal is a function of intersection geometry, or instead needed to accommodate bus trips.

4. The Traffic Information document dated June 14th indicates that the current VTA parking lot serves a demand of 25 cars per day, with an existing capacity of 115 spaces. The proposed project would restripe the lot to accommodate 135 spaces. If only 25 cars per day are using the VTA lot, this suggests that VTA patrons are using the mall parking lot instead. The June 20 letter indicates that the VTA lot is subject to parking controls, though the specifics are not identified. These controls should be eliminated to the extent that they inhibit public use of the VTA lot, or create a convenience incentive for bus riders to use parking spaces on the Mall property as an alternative.

5. The Traffic Information document also indicates that additional take of property
will be needed for Phase II of the VTA project, the light rail component. The VTA must disclose its future plans for acquisition in their entirety - the VTA cannot minimize the effects of the proposed taking by segmenting the project into smaller pieces. We must be able to understand the overall impact of all of the VTA's proposed improvements on the Eastridge Mall, not merely the Phase I bus and pedestrian components.

6. What will be the estimated parking demand for the Phase II light rail? Will it be accommodated by the 135 spaces on the existing VTA lot? If not, how does the VTA intend to address this situation in the future?

7. The Traffic Information document indicates that under post-project conditions, one bus line (from 9 to 10) and 42 weekday bus trips (from 490 to 532) would be added. This would result in an increase of less than 10%, calling into question the purpose and need for the Phase I project. This small increase in use could be accommodated by the existing facility, especially since the parking lot is extremely underutilized.

8. The attached site plan indicates that the dialysis center parking lot on the Eastridge Mall would be restriped and access provided to the VTA facility. This parking lot is outside the VTA's proposed take area, and the VTA has not offered to compensate us for a legal right for VTA to use of this lot, or access to the VTA facility.

In light of these outstanding issues and numerous others, we were highly dismayed to learn from your voicemail that the VTA is intending to proceed with the adoption of a Resolution of Necessity to condemn the subject property as early as September 2011. You have indicated that a formal notice of intent to this effect has been sent to us, but as of this date we have not received it. As you know, under California law, prior to condemnation a public agency such as the VTA is required to make "every reasonable effort" to acquire real property through negotiation. We do not believe that the VTA has made reasonable efforts to provide us with the necessary information that we require in order to effectively negotiate with the VTA. The VTA has not demonstrated to us that the proposed project is either necessary or designed in a way that minimizes impacts on the Eastridge Mall. It is evident that the VTA’s proposed activities would require the VTA to acquire legal rights to property that are not compensated by the VTA’s May 5 offer.

We appreciate that the VTA is attempting to maintain a construction schedule. However, we believe that the VTA has made little progress in the last two months to provide us with the information we have requested in order to negotiate with the VTA as the law requires. We remain hopeful that fruitful negotiations can still occur, but we believe that the threat of imminent action by the VTA to initiate condemnation proceedings does not promote an atmosphere of cooperation. Please be advised that under such circumstances,
we would have no alternative but to pursue all available defenses to the VTA's proposed condemnation until a mutually satisfactory resolution is achieved.

If time is of the essence to the VTA, please provide us with responsive information at your earliest convenience. We commit to reviewing it promptly, and to negotiate with the VTA in good faith concerning the proposed acquisition. We further request that you provide a copy of this letter to all persons at the VTA, including legal counsel, who will be involved in this matter moving forward.

Sincerely,

John T. Tindall
Senior Director, Development
I, Briana Wymer, declare as follows:

I am employed in the County of Los Angeles, over the age of eighteen years. My business address is Gordon Kemper LLP, 300 South Grand Avenue, 24th Floor, Los Angeles, CA 90071.

On July 26, 2011, I served the following document(s):

Response to Notice of Intention to Adopt Resolution of Necessity

by placing a true copy of the document(s) listed above for collection and mailing following Gordon Kemper LLP’s ordinary business practice in a sealed envelope for deposit in the United States mail, 300 South Grand Avenue, Los Angeles, CA 90071, addressed as set forth below.

Ms. Sandra Weymouth
Board Secretary
Santa Clara Valley Transportation Authority
3331 North First Street, Building B
San Jose, CA 95134

I am readily familiar with Gordon Kemper LLP’s practice for collection and processing correspondence for mailing and for shipping via U.S. Postal Service. Under that practice, envelopes placed for collection at designated locations during designated hours are deposited in the ordinary course of business with the U.S. Postal Service on the same day with first class postage or fees thereon fully prepaid or provided for.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 26, 2011 at Los Angeles, California.

[Signature]
Briana Wymer
Legal Assistant
August 10, 2011

Via Overnight Delivery

Mr. John Tindall
Senior Director, Development
General Growth Properties
100 West Broadway, Suite 700
Glendale, CA 91210

Re: CELR – Phase 1 Project – Santa Clara Valley Transportation Authority (VTA)
APN 491-04-050
Formal Acquisition Offer
Parcel No.’s: CP242-01, -02, -03, -04, -05, -06, -09
Eastridge Shopping Center, LLC a Delaware limited liability company
Request for Additional Information

Dear John:

It was a pleasure meeting with you and John Peterson on July 28, 2011. Prior to the meeting, you had sent us a letter on July 18, 2011, requesting certain information. We deferred providing a formal response until after our meeting as we anticipated that many of the questions raised in the letter would be answered at the meeting. We hope that we answered those questions at the meeting to your satisfaction. However, during the meeting, you requested additional information on the project, which were thereafter memorialized in your August 1, 2011 letter. This serves as a formal response to both your letters, as well as our offer to continue to meet with you and to negotiate a fair settlement.

As you know, our initial offer was sent directly to your corporate offices in Cincinnati on May 5, 2011 at the request of your local representative, John Peterson. We were contacted by Mr. Martin Vahtra, Senior Director of Development in Cincinnati, on May 18, 2011 to acknowledge receipt of the offer package and to discuss the project. At that time, Mr. Vahtra requested detailed information regarding traffic impacts and parking issues. Mr. Vahtra declined our request to schedule a meeting pending receipt of the traffic information. The information required input from various engineering staff at VTA, and a package of materials was developed and sent to Mr. Vahtra on June 20, 2011 via e-mail and regular mail.

Mr. Vahtra responded with a request for CADD drawings, which were sent on June 30, 2011. Since that time, Mr. Vahtra asked us to contact you at General Growth Product’s California office in Glendale, California. Mr. Vahtra said that he had discussed
the project history with you in order to familiarize you with the property file. Since that time, we have received additional requests for information in your letter of July 18 and, more recently, after our meeting on July 28th.

Turning specifically to your July 18th letter, and in response to the first issue raised therein, VTA currently operates buses along Eastridge Loop and Eastridge Lane under an easement granted by Eastridge and an MOU with Eastridge's predecessor-in-interest. You have indicated that VTA's offer does not include additional easement rights for the buses to exit onto Tully Road via Eastridge Way. Eastride Way is located on a parcel that is owned by Macy's Secondary Real Estate, Inc. ('Macy's') Currently, VTA has a separate easement granted by Macy's for access along Eastridge Way. The requested property acquisition includes proposed ingress and egress easements for the required bus circulation from Eastridge and from Macy's Secondary Real Estate, Inc.

In regard to the second issue relating to traffic analysis, for the Final and Supplemental Environmental Impact Reports (2005 and 2007, respectively), VTA performed traffic analyses for the intersections along Capitol Expressway. The intersection at Eastridge Loop continues to operate without significant impact in the future condition with light rail. Since the intersection does not experience a significant impact and the number of additional buses planned for the transit center is not substantial, no additional traffic analysis is necessary.

As to the traffic signal shown on Exhibit B in the June 20th materials, the identified traffic signal was included as an option if the mall believes that a signal would be advantageous to traffic operation. The project, however, has not identified a safety need or requirement for a traffic signal to control the intersection.

In response to the fourth issue, the existing VTA parking lot has a capacity of 115 parking spaces with current typical use of approximately 25 stalls per day. With the bus improvements work, VTA will restripe its parking lot within VTA's current property limits to a total of 125 parking stalls in order to provide flexibility and capacity for future VTA service. The parking lot will include wayfinding, monument, and enforcement signage to ensure that VTA patrons use the VTA parking lot.

In response to the fifth issue raised in your July 18th letter, VTA directs you to the approved Capitol Expressway Light Rail Project Supplemental Environmental Impact Report (SEIR) and Addendum, which identify the ROW needs for the Phase 2 work with light rail and the Phase 1 work for the bus improvements, respectively.

In regard to the parking demand for light rail, according to the approved EIR, the estimated parking demand for light rail is 265 stalls. Since the VTA lot will be restriped to accommodate 135 stalls in the bus improvement phase of the project, the identified additional demand for light rail is 130 stalls.

In response to your concern about the "purpose and need" for the Phase 1 project, the proposed transit center is intended to provide necessary facility operational upgrades.
in a location that is coordinated with the approved light rail project. The existing transit center is over 25 years old and requires significant upgrades in lighting, signage, electronic passenger information, architectural upgrades, etc. The current bus configuration is also inefficient for a transit center with the operational needs at this location. In order to address these functional and operational issues and not make improvements that will be impacted when the light rail phase is constructed, the Phase 1 work includes construction of the transit center in the proposed location. The existing transit center will be used for bus staging and temporary operations during construction. Once complete, the existing transit center will be used for pedestrian access along the expressway and to the transit center.

In regard to the last issue raised in your July 18th letter, please note that VTA has made an offer to Eastridge for an ingress and egress easement in order to access VTA’s parking lot through the current dialysis center’s parking lot. As to the improvements identified in the dialysis parking lot in the site plan provided to you, you are correct that they are outside of VTA’s proposed take area. They are not intended to show that VTA will be using this lot (as VTA will not be using the dialysis center’s parking lot), but is intended to illustrate a proposed version of restoration work for the benefit of the property owner.

Since our meeting, VTA has been diligently gathering the information you have recently requested, and are providing it in the enclosed package of materials for your review and use. We also have an identical package for your engineering consultant, Dennis Valdez, at VTA’s offices, and will make ourselves available to go through the plans with him and to answer any questions he may have. The package includes:

1. Copies of the 2005 FEIR, 2007 SEIR, and the 2010 Addendum to the SEIR;
2. Discs containing
   a. CADD drawings of the appraisal map;
   b. CADD drawings of the progress submittal for the confirmation package (confirmation package for VTA is a 95% level package), that includes the entire project with light rail. This set therefore, includes grading, drainage, ring road improvements, parking lot improvements, and utilities information;
   c. Project Definition Document, which includes the refined layout for the Phase 1 bus improvements work and the associated proposed conformance work for this phase; and
3. Parking Calculations (diagram identifying impacted parking stalls and conformance work) for the transit center work.

The conformance work will impact parking stalls, parking islands and lighting along the ring road. The identified conform includes curb (or short wall, depending on the grades) along the ring road to minimize parking impacts. Proposed striping and parking island configuration has been shown to illustrate potential conformance treatment. The conform includes replacement in kind for lighting in the parking area and along the new ring road. The offer made to Eastridge does not include a payment to Eastridge for
the costs of performing the conformance work since the offer includes conformance work to be done by VTA.

Construction for the transit center is currently scheduled to begin October 2012 with a duration of approximately 18 months. Note that VTA is not required to obtain an MRP permit. However, VTA will prepare plans for the required SWPPP provisions in compliance with the required Regional Water Quality Control Board (RWQCB) during final bid document preparation. Construction will also be in compliance with the RWQCB.

We appreciate and respect your request for the information discussed above, and we understand it will be useful in your discussions with anchor tenants at the mall. However, we would like to reiterate our desire to engage in substantive negotiations regarding VTA’s offer for the proposed rights.

We have attempted to provide you with all the documentation you have requested, but Eastridge Shopping Center, LLC (“Eastridge”) has not responded to our initial offer for the proposed rights. We encourage you to look at the offer package we presented almost 90 days ago concurrently with the detailed design information provided. We are available to meet with you at any time in order to move the negotiation process forward.

We feel the project will be mutually beneficial for the Eastridge Mall as well as to public transit users, and we encourage Eastridge to work with VTA expeditiously through the negotiations process. Please also note that although we plan to proceed with a Resolution of Necessity (“RON”) hearing on September 1, 2011, we will continue to negotiate with you in a good faith effort in hopes of negotiating a settlement, even if the Board opts to authorize the filing of a condemnation action.

Sincerely,

Kenneth Ronse,  
Deputy Director  
VTA Engineering & Construction

Kathy Wood  
Kathy Wood & Associates  
Acquisition Agent

Encl.
APN-491-48-004
CP244

LEGEND

FEE -

FEE TAKE

TCE -

TEMPORARY CONSTRUCTION EASEMENT

RESTRICTED ACCESS

SCALE 1"=50'


CP244-01
Area: 14,943± sqm
Area: 161± E sqft

CP244-02
Area: 33,385± sqm
Area: 359± sqft

EXIST R/W

CAPITOL EXPRESSWAY

QUIMBY ROAD
July 28, 2011

VIA FEDEX PRIORITY OVERNIGHT DELIVERY

Ms. Sandra Weymouth
Board Secretary
Santa Clara Valley Transportation Authority Board of Directors
3331 North First Street, Building B, Second Floor
San Jose, CA 95134-1906

Re: BP/ARCO Facility No. 2187
2375 Quimby Road
San Jose, California 95122 (the “Premises”)

Dear Ms. Weymouth:

BP West Coast Products LLC (“BP”) is in receipt of your letter dated July 15, 2011 (“VTA Letter”) and the enclosed Notice of Intention to Adopt Resolution of Necessity in connection with the above-referenced Premises.

Pursuant to the VTA Letter, we are timely providing you with a written request to appear and be heard at the Santa Clara Valley Transportation Authority Board of Directors meeting scheduled for September 1, 2011.

If you have any questions regarding the foregoing please do not hesitate to contact me at (714) 670-5429.

Sincerely,

Patrick Foley
Real Estate Portfolio Manager

cc: Kim E. Murakawa, Esq.
Sarah Samuels

Site 2187
August 11, 2011

Sandra Weymouth  
Secretary of the Board of Directors  
Valley Transportation Authority  
3331 North First Street  
San Jose, CA  95134-1927

Re: Expressway Light Rail Phase 1 Project – Macy’s Company

Dear Ms. Weymouth:

Our firm was recently retained by Macy’s Company to represent it regarding the proposed adoption of a resolution of necessity on September 1, 2011 for property owned by Macy’s. (VTA property number CP 359.) When our firm was first retained, we sent a letter notifying the Board of our intent to appear at the hearing on the resolution. Since that time I have been reviewing the materials and the file provided by the client and it has become apparent to me that the issue is far more complicated than the mere condemnation of an easement. As a result of these complications and the lack of information available on the full extent of VTA’s Phase 1 and Phase 2 Project, Macy’s respectfully requests that the Board defer the hearing for thirty days to allow Macy’s to gather the necessary information, make an informed decision and an informed presentation to the Board. Only once Macy’s has the information regarding the entire project—Phase 1 and Phase 2—can meaningful and proper negotiations between VTA and the property owner take place.

Rushing to adopt a resolution prematurely also has a downside for the VTA. The complicated contractual relationship between Macy’s, the other national tenants, and General Growth Properties -- (owner of the larger shopping center) concerning parking, expansion rights and
access easements has not been fully analyzed. A taking which at first blush appears of small consequence can have a severe financial impact on Macy’s and other tenants. Therefore, the full impact on the owners and ultimate cost of either Phase 1 or Phase 2 cannot be properly ascertained or understood by the Board at this time.

For example, the summary of valuation provided to Macy’s by VTA’s appraiser indicates no severance damages but the appraiser never analyzed the expansion rights, parking rights and reciprocal easements between the private parties at the Eastridge Mall. Therefore there is a distinct possibility that severance damages have been dramatically underestimated and there might be more cost effective and less disruptive alternatives for the Board to consider.

Thus, Macy’s believes a thirty-day extension is warranted to gather the requisite information from VTA regarding the full scope of Phase 1 and Phase 2 so that an educated and sound analysis of the impacts of the entire project can be made prior to the Board adopting a resolution of necessity. Both the owners and the Board should fully understand all the consequences of the proposed projects before the Board acts.

I want to thank the Board for its time and reiterate that Macy’s is not trying to derail the public project but rather it wishes time to analyze the impacts of the project so that Macy’s can make an informed decision as well as to ensure that the VTA Board is not making a decision to condemn with only half of the relevant information at its disposal. Accordingly we look forward to further discussions with VTA Staff and Board as the process advances.

Very truly yours,

[Norm's Signature]

NORMAN E. MATTEONI

NM/bc
cc: Douglas Pyne; Macy’s
July 28, 2011

Sandra Weymouth  
Secretary of the Board of Directors  
Valley Transportation Authority  
3331 North First Street  
San Jose, CA  95134-1927

Re. Macy’s, Inc. (VTA Property ID Number CP359)

Dear Ms. Weymouth:

I am writing to inform you that our firm has been retained to represent Macy’s, Inc. regarding the potential condemnation of Macy’s property near the Eastridge Shopping Center for the Capitol Expressway Light Rail Phase 1 project. The purpose of this letter is to formally request to appear and be heard at the Board of Directors’ meeting scheduled for September 1, 2011 concerning the adoption of a resolution of necessity for the Macy’s property. Macy’s would request up to fifteen (15) minutes to make a presentation to the Board on this matter.

I would also request that our firm be placed on VTA’s notification list for the Capitol Expressway Light Rail project. Notices of any proposed actions or meetings may be e-mailed to gerry@matteoni.com or mailed to my attention at our offices. Please forward a copy of the September 1 agenda and any staff reports related to the Macy’s property as soon as they become available.

If you have any questions, please feel free to contact me.

Very truly yours,

GERRY HOULIHAN

GH/mr  
cc: Douglas Pyne, (via e-mail to douglas.pyne@macys.com)
Hi Charan,

Thank you for speaking with me earlier this week. Attached for your information is a drawing that shows an aerial view of the Eastridge Shopping Center with the outline of the proposed improvements to the shopping mall.

I have also attached some more information regarding traffic circulation and flow with drawings.

The Capitol Expressway –Phase I project will expand and reconfigure the transit center, relocate the Eastridge Mall Loop road, and add a new VTA operator’s facility. The work will include demolition, street construction, asphalt paving, sidewalk, sustainable elements, signing and striping, concrete paving, landscaping, lighting, traffic signal work, electrical, mechanical, and miscellaneous other work.

I hope you find this information helpful. The improvements should be of great benefit to the general public and also to the Eastridge Mall owners and tenants. When you have had a chance to review it, I would be happy to follow up with you on any questions you may have. VTA has a limited amount of time to work with property owners to secure the rights needed for the project and we would appreciate it if you could respond as soon as possible.

Thank you.

Kathy

Kathy Wood & Assoc.
3030 Bridgeway, Suite 220
Sausalito, CA 94965

Office: (415) 729-9002
Fax: (415) 729-9013
Cell: (415) 272-6506
EXHIBIT A
Eastridge Transit Center
Current Bus Circulation
Eastridge Transit Center (ETC) and Bus Improvements
Traffic Information for Eastridge Ring Road

June 14, 2011

- No specific traffic analysis has been performed for the Eastridge Ring Road. However, an overall project traffic report was completed for the Capitol Expressway Light Rail Project Environmental Document (Final in May 1995 and Supplemental in August 1997) that includes traffic evaluation of the major intersections along Capitol Expressway.

- The Capitol Expressway Light Rail Project will be implemented in phases. The current proposed property acquisition will support the first phase of the project (pedestrian and bus improvements). For this phase, property will be acquired for the expansion of the transit center with revised access to the existing VTA parking lot.

- The VTA parking lot will be increased in this phase of the project from the existing capacity of 115 stalls to 135 stalls by restriping the existing VTA parking lot. The current parking demand without light rail appears to be approximately 25 cars per day.

- The current transit center operates approximately 490 buses per weekday (depending upon the service changes that are made every year). This number of buses will be increased to an anticipated weekday total of 532 at the completion of construction for this phase of the project (2015). The total number of bus trips is less on weekend days.

- The future second phase of the project will include the introduction of light rail between the transit center and Capitol Expressway with additional VTA automobile parking. Additional property acquisition will be required in the future when light rail is implemented for construction of the increased VTA parking.

- The bus circulation with associated bus weekday trips for the current operations and the anticipated operations at the completion of construction of the first phase of the project have been identified on the attached exhibits.

- The current Eastridge Transit Center operates a total of 9 bus routes per day. This will be increased to 10 routes per day with this project.

- Most routes operate from 12-15 minutes during peak hours (6 am to 9:30 am and 3 pm to 6:30 pm) and 12-30 minutes during the midday.
CAPITOL EXPRESSWAY LIGHT RAIL
PHASE I PROJECT

Resolutions of Necessity

Staff Report

Board Meeting: September 2011
INTRODUCTION

This staff report is submitted for review by the Board of Directors prior to the recommended adoption of resolutions of necessity for the acquisition of property for the Capitol Expressway Light Rail, Phase I Project ("Project").

For each of the property interests to be acquired, a resolution of necessity must be adopted prior to the commencement of eminent domain proceedings. (Code of Civil Procedure Section 1245.220.) The statutory requirement that a public entity adopt a resolution of necessity before initiating a condemnation action “is designed to ensure that public entities will verify and confirm the validity of their intended use of the power of eminent domain prior to the application of that power in any one particular instance.” San Bernardino County Flood Control Dist. v. Grabowski (1988) 205 Cal.App.3d 885.

Thus, a resolution of necessity must contain a general statement of the public use for which the property is to be taken, a reference to the statute authorizing the exercise of eminent domain, a description of the property, and a declaration stating that each of the following has been found and determined by the Board to be the case:

(1) The public interest and necessity require the proposed project;
(2) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
(3) The property described in the resolution is necessary for the proposed project; and,
(4) That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence.

(Code of Civil Procedure Section 1245.230.)

Also, for those parcels to be acquired for the relocation of railroad or public utility facilities, or to provide utility service to the remaining property, the resolution of necessity will state that such property is being acquired as substitute property necessary for such purposes pursuant to the provisions of Code of Civil Procedure Sections 1240.320, 1240.330, and 1240.350.

Further, insofar as any of the property to be acquired has heretofore been dedicated to public use, the resolution of necessity will find that the acquisition of such property by VTA for the Project is for a more necessary public use to which the property has already been appropriated or is a compatible public use pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

This report provides data and information addressing each of these items. Section 1 generally describes the public use for which the property is to be taken and sets forth the statutory authority for VTA’s exercise of eminent domain. Sections 3, 4, and 5 provide facts pertinent to public interest and necessity (Finding #1) and the planning and location
of the Project, (Finding #2). Section 6 also contains a property data sheet and other material discussing the necessity for acquiring the specific property interests that are the subject of the resolutions of necessity (Finding #3; substitute property; more necessary or compatible public use). Section 2 provides information concerning the offers made to the property owners pursuant to Government Code Section 7267.2 (Finding #4).

This evidentiary factual record will assist the Board in determining whether the requirements of Section 1245.230 have been met, and whether the other findings specified above, as applicable, can be made. If the Board determines that all requirements have been met, and that all findings can be made, it is recommended that the Board adopt a resolution of necessity for each of the parcels listed on the Board Meeting Agenda.

SECTION 1

GENERAL STATEMENT OF PUBLIC USE

The property interests that are the subject of the recommended resolutions of necessity are to be acquired for the construction of the Project. As part of the Project, bus stops will be installed in both directions along Capitol Expressway at Ocala Avenue and Story Road, the Eastridge Transit Center will be expanded and reconfigured, and sidewalk, landscaping and street lights will be installed along the west side of the Capitol Expressway, between Tully and Quimby Roads. The objective of the Project is to improve bus facilities in the Capitol Expressway Corridor and connect these bus improvements to the pedestrian improvements currently under construction in the area.

STATUTORY AUTHORIZATION FOR EXERCISE OF EMINENT DOMAIN

Under its enabling legislation, VTA is authorized to acquire property for mass transit purposes by eminent domain. Public Utilities Code Section 100130, which sets forth the general powers of VTA, provides in pertinent part that: “The district may take by grant, purchase, devise, or lease, or condemn in proceedings under eminent domain, or otherwise acquire, and hold and enjoy, real and personal property of every kind within or without the district necessary to the full or convenient exercise of its powers.” One of the main functions of VTA is to provide transit service. (Public Utilities Code Sections 100160, 100161.)

Public Utilities Code Section 100131 provides further authority for the taking of property by VTA through eminent domain. It states in pertinent part that: “The district may exercise the right of eminent domain to take any property necessary or convenient to the exercise of the powers granted in this part.”

In addition, the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., gives entities authorized by statute the right to use eminent domain to acquire property for public use, and specifies the procedures for the exercise of that right.
SECTION 2

GOVERNMENT CODE OFFERS

Provided they could be located with reasonable due diligence, the owners of the properties that are the subject of the resolutions were made an offer by VTA for the purchase of the property as required by Government Code Section 7267.2. Sections 7267.2(a), (b) and (c) state that:

a) (1) Prior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil Procedure and initiating negotiations for the acquisition of real property, the public entity shall establish an amount that it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. The offer may be conditioned upon the legislative body's ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity or both. The amount shall not be less than the public entity's approved appraisal of the fair market value of the property. A decrease or increase in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the compensation for the property.

(2) At the time of making the offer described in paragraph (1), the public entity shall provide the property owner with an informational pamphlet detailing the process of eminent domain and the property owner's rights under the Eminent Domain Law.

(b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:

(1) The date of valuation, highest and best use, and applicable zoning of property.

(2) The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.

(3) If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately...
stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

c) Where the property involved is owner-occupied residential property and contains no more than four residential units, the homeowner shall, upon request, be allowed to review a copy of the appraisal upon which the offer is based. The public entity may, but is not required to, satisfy the written statement, summary, and review requirements of this section by providing the owner a copy of the appraisal on which the offer is based.

The property owners that could be located were presented with the written offer in an amount not less than the approved appraisal for the property, and a statement and summary of the basis of the offer, comprised of an Appraisal Summary Sheet and a summary of comparable sales used in the appraisal. The Appraisal Summary Sheets provided the following information: name of owner; property address; parcel and APN number; locale; applicable zoning; date of valuation, present use; highest and best use; total property area; area to be acquired; type of interest to be acquired; improvements and access impacted; damages incurred and, as appropriate, separately stated with calculations and narrative explanation; total payment; and a description of the market value, reproduction or replacement cost analysis, or capitalization analysis, used to determine just compensation. The summary of comparable sales described the location, date of sale and sales price of properties used in the appraisal process. The date that the offer was made to each of the property owners is specified on the Property Fact Sheets contained in Section 7 of this report.

SECTION 3

PHASE I PROJECT OVERVIEW, PURPOSE AND NEED

OVERVIEW

The Project is located along Capitol Expressway in the City of San Jose and County of Santa Clara. The Capitol Expressway Light Rail Transit (CELR) Project ("CELR Project") is intended to provide a transit link from the San Jose East Valley to Downtown San Jose and future connection to BART. This is accomplished with the construction of a multimodal corridor along Capitol Expressway that includes pedestrian (sidewalk, streetlight and landscape), bus (bus stops and transit center) and light rail improvements with a transit hub at the end of the line at the Eastridge Transit Center.

In order to utilize funding as it becomes available, the CELR Project will be implemented in the following phases:

- Phase I Project (Pedestrian, Eastridge Transit Center and Bus Improvements) ("Project"): The pedestrian improvements include the construction of sidewalks, streetlights and landscape along both sides of Capitol Expressway from Capitol
Avenue to Tully Road. For bus improvements, bus stops will be installed in both
directions of Capitol Avenue at Ocala Avenue and Story Road and the Eastridge
Transit Center will be expanded and reconfigured. Installation of sidewalk,
landscaping and street lights along the west side of the Capitol Expressway
between Tully and Quimby Roads will also be included as part of the bus
improvements. The objective of the Eastridge Transit Center and Bus
Improvements Project is to improve bus facilities in the Capitol Expressway
Corridor with a connection to the pedestrian improvements.

- Phase II (Light Rail): Extension of the existing VTA light rail system from the
  Alum Rock station to the Eastridge Station located at the Eastridge Transit
  Center. This phase includes double track alignment along the median of Capitol
  Expressway with light rail stations at Story Road (aerial station), Ocala Avenue
  (at grade) and side running alignment near Tully Road and the end of the line
  light rail station at the Eastridge Transit Center (at grade).

The CELR Project is included as part of the VTA 2000 Measure A Transit Improvement
Program. The property acquisition and construction for the first phase of the project
(pedestrian and bus improvements) is funded with the State Transportation Improvement
Program (STIP). The VTA allocation request of $24.3 million from the 2010 State
Transportation Improvement Program (STIP) was approved by the California
Transportation Commission (CTC) in September 2010 for the construction of pedestrian
improvements and property acquisition for bus improvements. This allows the
construction of the sidewalk, street lights and landscape, which began in March 2011.
This approval also allows for right-of-way acquisition for the Project. Once the property
is acquired for the bus improvements, VTA will make a STIP allocation request for the
construction of the Eastridge Transit Center and bus improvements.

The total Project cost for the design and construction of the pedestrian and bus
improvements is estimated to be approximately $36 million and complete in fall 2014.

**Purpose and Need**

Growth in the Downtown/East Valley area is expected to increase vehicular congestion in
the area and especially along the Capitol Expressway corridor. Transit service on this
area is limited to two routes and a few express routes that do not serve the entire
corridor. There is a need to improve public transit service in the corridor with additional
bus service and a light rail extension.

This Project will construct the first phase of improvements in preparation of the future
light rail extension (Phase II) by constructing sidewalks, street lighting and landscaping
along the corridor to provide a pedestrian/bicycle/transit friendly corridor, and by
expanding the Eastridge Transit Center to support the increased bus service.

The property interests that are the subject of the recommended resolutions of necessity
are required for the construction of the Project. Generally running north to south along
Capitol Expressway, the Project extends approximately 2.25 miles between Story Road
and Quimby Road. The Project includes roadway utility (storm drain, sanitary sewer,
electrical, etc.) and paving work to support the construction of sidewalk (including a
multiuse path), street lighting, landscaping and miscellaneous bus improvements.

**Bus Stop at Ocala**

Bus stops in both directions along Capitol Expressway at Story Road and Ocala Avenue will be improved with convenient pedestrian connection to the adjacent communities. The bus stops along this corridor support up to seven bus routes, including the popular 522 bus line that travels from the Palo Alto Transit Center to the Eastridge Transit Center. The new bus stops will include a 10-foot wide sidewalk to accommodate adequate dimensions for proposed bus platforms that will support bus shelters and passenger facilities. The bus stops will be used to provide service for the local bus lines and the upcoming Bus Rapid Transit service that will add upgraded passenger amenities such as real time information, closed circuit television, ticket vending machines, etc.

At the southbound bus stop – far side of Ocala Avenue – the current roadway geometry does not include sidewalk. In order to maintain the current expressway alignment and associated required roadway width for 4 thru traffic lanes, right of way acquisition is needed to provide the space to add a new 10 feet wide sidewalk for the bus stop passenger platform.

**Eastridge Transit Center**

The Eastridge Transit Center serves an important transit need in the Santa Clara Valley since it connects the East Valley to Downtown San Jose and beyond to the Cities of Santa Clara, Mountain View, Sunnyvale and Palo Alto. The existing transit center was constructed over 25 years ago and has proven to be one of the most utilized facilities in the VTA transit system. The transit center supports 10 current bus lines with bus route connections and transfers.

The facility was originally designed with a linear layout that presents efficiency and operational challenges. As outlined in a recent study performed to evaluate the pedestrian access for the existing transit center, current facility requires significant upgrades for pedestrian lighting, signage, security and related passenger amenities. In addition, the transit center has been identified as the destination for a light rail extension and the east terminus for proposed bus rapid transit lines.

In order to address operational efficiency issues, provide required passenger amenity upgrades and integrate the facility with proposed light rail and bus service improvements, it is necessary to reconfigure the existing facility. Therefore, the transit center layout has been revised to include 14 standard sawtooth bus bays with three bus bay islands. This layout provides designated bays and passenger shelter for each bus route minimizing conflicts and confusion when buses from different bus routes arrive at the same time. The layout also minimizes the distance between bus bays and shortens the overall length of the facility. This arrangement provides the opportunity for upgraded urban design features, improved security provisions and bus operational efficiency. The most critical urban design element provides integration between the bus and future light rail service
and the shopping mall with the introduction of a plaza centered between the transit center, dialysis center, mall entrance and future light rail that includes seating, landscape and bicycle amenities.

The configuration includes standard dimensions for all bus bays, passing lanes and turning areas. Therefore, the overall size of the transit center layout has been minimized. The access road (ring road) that provides access for patrons to the mall defines the limit of the transit center. To make space for the reconfigured transit center, the access road will be relocated from the east side of an existing on site building (dialysis center) to the west side of the building to a location that minimizes impacts to the existing mall building and parking lot. The relocated access road will be constructed to accommodate bus use since it will continue to be used to provide bus access between the transit center and Capitol Expressway and Tully Road. To support this bus use, an ingress and egress easement will be secured for bus circulation.

The project also includes pedestrian access along the west side of Capitol Expressway from Quimby Road to the reconfigured transit center. To construct these access improvements, some widening of the roadway right of way is required.

**Project Benefits**
Benefits of this project include the following:
- Enhance safe pedestrian/bicycle mobility along the corridor;
- Enhance regional connectivity with bus stops being more accessible and increased bus service to the transit center; and
- Improve air quality by reducing single driver trips and increasing transit ridership.

**Primary Elements**
The Project consists of project elements as follows:

1) pedestrian improvements;
2) the Eastridge Transit Center and bus improvements;
3) acquisition of Right of Way;
4) no relocation of third party utilities is anticipated, although a limited number of City/County facilities (water, storm and sewer facilities) will be relocated within County or City’s ROW.

The Project will start at Capitol Avenue and cross Story Road, Ocala Avenue, Cunningham Avenue, Tully Road, Eastridge Mall access and Quimby Road. At Story Road and Ocala Avenue, new multiuse paths will be installed along with street lighting, landscaping, bus stops, bus pads, shelters, new service connections for water, power and communication will be provided and appropriate furnishings will be installed. In addition, the Eastridge Transit Center will be expanded and reconfigured with appropriate street improvements, shelters, lighting, drainage facilities, operator’s facility, pump station, landscaping and miscellaneous other improvements.
Utility Relocation

New service connections for electrical, water and communication will be needed for this Project, along with a need for service rearrangements. There will also be a limited number of City/County facilities (water, storm and sewer facilities) which will be relocated within County or City’s ROW. Throughout the design and construction of the Project, ongoing coordination with utility providers will take place to identify potential conflicts and resolve potential problems. Conflicts between existing utilities and the project improvements may require relocation of some private utilities as part of the project. If needed, utilities will be relocated using various methods such as trenching, and other appropriate techniques.

SECTION 4

PROJECT PLANNING

Design

The engineering and design of CELR Project is developed in various phases of project development in conjunction with the environmental process. Engineering phases include Conceptual Engineering, Preliminary Engineering, and Final Engineering. These design phases represent a progression of engineering throughout project development.

Design for the CELR Project was advanced from conceptual engineering through the late stages of final design. As a result of project programming, the CELR Project will be implemented in phases. This requires the specific elements for Phase I – pedestrian and bus improvements, including installation of sidewalks, street lights, landscaping, bus stops, and storm drains, and Eastridge Transit Center reconfiguration – to be extracted from the CELR Project progress submittal for final design that included light rail. The design for pedestrian improvements has been finalized, and these improvements are currently under construction. The design elements for the bus improvements have been refined into a Project Definition package for the transit center and bus stop layouts along Capitol Expressway. These will be used for final engineering of the bus improvements. The progress submittal for the CELR Project, the Project Definition package for the bus improvements are incorporated herein by reference.

Environmental Impact Report and Categorical Exemption

The CELR Project was initiated in September 2001 with the publishing of a Notice of Intent to prepare an Environmental Impact Statement (EIS) in the federal register and the filing of the Notice of Preparation of an EIR with the State Clearinghouse. A Draft EIS/EIR was circulated in April 2004, but VTA decided to only complete a Final EIR. In May 2005, the VTA Board of Directors certified the Final EIR and approved the Light Rail alternative for the CELR Project.

As a result of Preliminary Engineering, the Light Rail alternative was modified to improve operations, minimize right-of-way acquisition and lower costs. The Draft
Supplemental EIR was circulated for public review from January 19, 2007 to March 5, 2007. The VTA Board of Directors approved a Final Supplemental EIR in August 2007. Since the approval of the Supplemental EIR, the CELR Project has been divided into phases, which can be constructed and operated independently. An Addendum to the Final Environmental Impact Report was approved in June 2010 to address the phasing of the pedestrian and bus improvements (including Eastridge Transit Center) in advance of the Light Rail extension. A Categorical Exemption was approved in December 2010 to allow the Project to use federal funds if they were to become available.

A Supplemental EIS for the Light Rail Extension (Phase II) project is currently being prepared to allow the use of federal funds if they were to become available.

SECTION 5

ENVIRONMENTAL REVIEW

Environmental impacts were discussed in detail in the following documents prepared during the planning and environmental review phases of the Project, which are incorporated herein by reference:

Santa Clara Valley Transportation Authority, CEQA, Final Environmental Impact Report, April 2005;

Santa Clara Valley Transportation Authority, CEQA, Final Supplemental Environmental Impact Report, April 2007;

Santa Clara Valley Transportation Authority, CEQA, Revised Addendum to the Final Supplemental Environmental Impact Report, June 2010;

Santa Clara Valley Transportation Authority, NEPA, Categorical Exemption, December 2010.

SECTION 6

SPECIFIC PROPERTY ACQUISITIONS

The Project work will occur primarily within existing County or City’s ROW. Currently, the pedestrian improvements of the Project are under construction as these improvements do not require acquisition of property. However, portions of work would require partial acquisition from properties adjacent to the Capitol Expressway corridor and at the Eastridge Mall site. Specific properties requiring partial takes are the Eastridge’s and Macy’s properties located at Eastridge Mall; the MS Kearny CT 1 property located west of Capitol Expressway between Eastridge Mall access and Quimby Road; Santa Clara County property located at the southwest corner of the Capitol Expressway/Ocala Avenue intersection; PG&E property located at the northwest corner of the Capitol.
Expressway/Cunningham Avenue intersection; and BP West Coast property located at the northwest corner of the Capitol Expressway/Quimby Road intersection.

The right-of-way needed for the Project are necessary for the construction of a multiuse path, landscaping, street lighting, transit center installation and parking, and would not result in relocation of businesses or individuals.

Detailed property fact sheets and pictures of the parcels follow. Overall property requirements and project related costs have been minimized as much as possible. The offer package presented to the property owners and the Notice of Intent to Adopt Resolution of Necessity are available for review and incorporated herein by reference.
Capitol Expressway Light Rail
Phase I Project Limits

CP242
Eastridge
Shopping
Center

CP237
PG&E

CP236
County of
Santa Clara

CP243
MS Kearny CT 1

CP244
BP West
Coast
Products
CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

PROPERTY FACT SHEET – PROPERTY ID NO. CP236

Owner: County of Santa Clara
Property Address: North of Cunningham between Capitol Expressway and Swift Avenue
Locale: San Jose, CA
Zone: Industrial Park
Present Use: Vacant
Total Property Area: 51,458 square feet
Area to be Acquired:
CP236-01 – 2,284 square feet - fee simple
CP236-02 – 2,312 square feet - temporary construction easement (TCE)

Improvements to be Acquired: None
Date of Offer: April 26, 2011
Date of Notice of Intention to Adopt Resolution of Necessity mailed: July 15, 2011

The subject property is a long strip of land from Ocala to Cunningham which is vacant; however, it is partially encumbered by an overhead Pacific Gas and Electric electrical transmission easement.

The proposed fee take is approximately 2,284 square feet. It consists of a narrow strip of land along Capitol Expressway varying from 3’- 5’ in width, expanding to approximately 11’ in width. The fee take will be utilized to accommodate a bus stop and street improvements including sidewalk.

The proposed temporary construction easement (TCE) is a narrow strip of land running adjacent to the proposed fee take area. The TCE is approximately 2,312 square feet.
APN-491-15-003
CP236-01,CP236-02

SCALE 1"=80'

Date: 03-30-11
Modified By: Laleh Boroumand
Checked By: Stan Heffner

CAPITOL EXPRESSWAY

OCALA AVENUE

OCALA AVENUE

SCALE 1"=80'

Date: Modified  By:
Stan Heffner

CHECKED BY

CELR PHASE 1
APN-491-15-003
CP236-01,CP236-02

±214.83 m²
(±2,312 sq ft)

±212.22 m²
(±2,284 sq ft)

LEGEND

FEE - FEE TAKE

TCE: TEMPORARY CONSTRUCTION EASEMENT
# CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

## PROPERTY FACT SHEET – PROPERTY ID NO. CP237

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Pacific Gas and Electric Company, a California corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address:</td>
<td>North of Cunningham Avenue, between Swift Ave. and Capitol Expressway</td>
</tr>
<tr>
<td>Locale:</td>
<td>San Jose, CA</td>
</tr>
<tr>
<td>Zone:</td>
<td>Industrial Park</td>
</tr>
<tr>
<td>Present Use:</td>
<td>Vacant</td>
</tr>
<tr>
<td>Total Property Area:</td>
<td>73,106 square feet</td>
</tr>
</tbody>
</table>
| Area to be Acquired: | CP237-01 – 1,077 square feet - fee simple, including relinquishment of abutter’s rights of access  
|                  | CP237-02 – 1,537 square feet - temporary construction easement (TCE) |
| Improvements to be Acquired: | 5 medium shrubs |
| Date of Offer:  | May 5, 2011 (mailed)                                        |
| Date of Notice of Intention to Adopt Resolution of Necessity mailed: | July 15, 2011 |

The subject property is level and at grade. The long strip of land from Ocala to Cunningham is mostly vacant; however, it contains some utility maintenance buildings and is encumbered by overhead electrical and underground gas facilities.

The proposed fee take consists of a narrow strip of land along Capitol Expressway near Cunningham Avenue. It is approximately 1,077 square feet. The fee will be utilized for street improvements, including sidewalk.

The proposed temporary construction easement (TCE) allows for all necessary construction work for the project to be performed on the land. It is a narrow strip of land adjacent to the fee area comprising approximately 1,537 square feet.

rev. Jul-2011
CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

PROPERTY FACT SHEET – PROPERTY ID NO. CP242

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Eastridge Shopping Center LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Address:</td>
<td>2230 Eastridge Loop Road</td>
</tr>
<tr>
<td>Locale:</td>
<td>San Jose, CA</td>
</tr>
<tr>
<td>Zone:</td>
<td>Commercial General</td>
</tr>
<tr>
<td>Present Use:</td>
<td>Retail</td>
</tr>
<tr>
<td>Total Property Area:</td>
<td>4,681,959 square feet</td>
</tr>
<tr>
<td>Area to be Acquired:</td>
<td>CP242- 01 – 103,647 square feet – fee simple</td>
</tr>
<tr>
<td></td>
<td>CP242-02 - 3,839 square feet temporary construction easement</td>
</tr>
<tr>
<td></td>
<td>CP242-04 – 3,839 square feet temporary construction easement</td>
</tr>
<tr>
<td></td>
<td>CP242-05 – 3,835 square feet temporary construction easement</td>
</tr>
<tr>
<td></td>
<td>CP242-06 – 3,077 square feet temporary construction easement</td>
</tr>
<tr>
<td></td>
<td>CP242-07 – 21,091 square feet temporary construction easement</td>
</tr>
<tr>
<td></td>
<td>CP242-08 – 2,195 square feet ingress/egress easement</td>
</tr>
<tr>
<td>Improvements to be Acquired:</td>
<td>CP242-01</td>
</tr>
<tr>
<td></td>
<td>Concrete, paving, parking spaces, floodlights, steel pole, 4 small trees, 6 medium trees, 1 large tree, sodded lawn and sprinkler</td>
</tr>
<tr>
<td></td>
<td>CP242-06, -09</td>
</tr>
<tr>
<td></td>
<td>Concrete, paving, parking space striping, floodlight, steel pole, 3 medium shrubs, 10 medium trees, 2 large trees, landscaping, sodded lawn, sprinkler</td>
</tr>
<tr>
<td>Date of Offer:</td>
<td>May 5, 2011 (mailed)</td>
</tr>
<tr>
<td>Date of Notice of Intention to Adopt Resolution of Necessity mailed:</td>
<td>July 15, 2011</td>
</tr>
</tbody>
</table>

The subject property is owned by Eastridge Shopping Center, LLC, and is part of Eastridge Mall. It is improved with the department stores and shops, parking and access roads. The mall has upper and lower levels, and it is graded to accommodate both levels. The main parking lot is graded gently graded to connect the Loop road to multiple mall entrances.

The proposed fee take is approximately 103,647 square feet. It is an irregularly-shaped piece along the northeast portion of the subject parcel, west of the existing transit center. The fee take includes paved roadway and parking areas and some landscaping. The fee take will be utilized to construct a new transit center.

The Ingress/Egress easement (IEE) is a strip 55’ wide, connecting the Tully Road entrance on the north with the Capitol Expressway entrance on the east. A portion of the existing Eastridge Loop road is being relocated to this easement area. The easement will be used for access to the mall, the Eastridge Transit Center and VTA’s parking lot.
The temporary construction easement (TCE) for the subject consists of four different areas. All are approximately 10’ wide and run adjacent to various sections of the IEE. The total TCE area is 31,842 square feet.

rev. Jul-2011
APN-491-04-050
CP242-01 & CP242-08

SCALE 1"=100'
Date: 03-25-11
Modified By: Laleh Boroumand
Checked By: Stan Heffner
APN-491-04-050
CP242-02, CP242-03
CP242-04, CP242-05

SCALE 1"=220'
Date: 03-25-11
Modified By: Laleh Boroumand
Checked By: Stan Heffner

LEGEND
TCE
TEMPORARY CONSTRUCTION EASEMENT

CP242-04
±285.82 m²
(±3,077 sq ft)

APN-491-04-046
(2009-2010)

TULLY RD.

CP242-03
±356.24 m²
(±3,835 sq ft)

APN-491-04-050
(2009-2010)

CP242-02
±356.62 m²
(±3,839 sq ft)

CP242-05
±1,959.41 m²
(±21,091 sq ft)

CAPITOL EXPRESSWAY
EASTRIDGE LOOP
TULLY RD.
PRIVATE STREET

6.m
CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

PROPERTY FACT SHEET – PROPERTY ID NO. CP243

Owner: MS Kearny CT 1 LLC, a Delaware limited liability company (previously owned by Tron Do, et al)
Property Address: 2365 Quimby Road
Locale: San Jose, CA
Zone: Planned Development
Present Use: Industrial/Commercial
Total Property Area: 127,982 square feet
Area to be Acquired:
  CP243-01 – 5,438 square feet - fee simple
  CP243-02 – 6,991 square feet - temporary construction easement (TCE)
Improvements to be Acquired: Wrought iron fence, 8 small trees
Date of Offer: April 26, 2011

Date of Notice of Intention to Adopt Resolution of Necessity mailed: August 9, 2011

The subject property is located on Capitol Expressway just north of Quimby Road. It is a flag-shaped lot, with a long, narrow extension at the southwest corner connecting the larger portion to Quimby Road. There is no direct access to Capitol Expressway. Ingress/egress is provided from Quimby Road and by way of an easement onto the Eastridge Loop which circles the Eastridge Mall. The property is located partially within an airport safety zone associated with Reid-Hillview Airport. The site is level and slightly above street grade.

The proposed fee take is approximately 5,438 square feet. It is an 8 foot wide strip along Capitol Expressway bordered by chain link fence. The fee will be utilized for street improvements including sidewalk.

The proposed temporary construction easement (TCE) is a 10 foot wide strip behind the fee take along the Capitol Expressway border. The TCE is approximately 6,991 square feet. The TCE allows for all necessary construction work for the project to be performed on the land.

rev. Jul-2011
APN-491-48-005
CP243

SCALE 1"=80'

Date: Modified By:
03-25-11 Ronaldo Estrada

Checked By Stan Heffner
CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

PROPERTY FACT SHEET – PROPERTY ID NO. CP244

Owner: BP West Coast Products, LLC
Property Address: 2375 Quimby Road
Locale: San Jose, CA
Zone: CG – Commercial General
Present Use: Commercial
Total Property Area: 32,693 square feet
Area to be Acquired:

- CP244-01 – 161 square feet fee simple
- CP244-02 – 359 square feet temporary construction easement (TCE)

Improvements to be Acquired: 4 medium shrubs
Date of Offer: April 25, 2011 (mailed)

Date of Notice of Intention to Adopt Resolution of Necessity mailed: July 15, 2011

The subject property is located on the northwest corner of Quimby Road and Capitol Expressway, and it is roughly rectangular in shape except for the rounded corner at the intersection of these two roads. The site has approximately 170’ of frontage on Quimby Road and has a 200’ border on Capitol Expressway. The site is improved with an Arco service station. The site is level and at street grade.

The proposed fee take is approximately 161 square feet. It is a small trapezoid-shaped area at the northeast corner of the property. The fee will be utilized for street improvements, including sidewalk.

The proposed temporary construction easement (TCE) is a 10’ strip adjacent to the fee take, affecting a small portion of the parking lot. The TCE is 359 square feet in total and allows for all necessary construction work for the project to be performed on the land.

rev. Jul-2011
CAPITOL EXPRESSWAY LIGHT RAIL (CELR) – PHASE 1 PROJECT

PROPERTY FACT SHEET – PROPERTY ID NO. CP359

Owner: Macy’s Secondary Real Estate, Inc.
Property Address: 2210 Eastridge Loop Road
Locale: San Jose, CA
Zone: Commercial General
Present Use: Retail
Total Property Area: 4,681,959 square feet
Area to be Acquired: 16,908 square feet – Ingress/Egress Easement
Improvements to be Acquired: None

Date of Offer: May 5, 2011 (mailed)
Date of Notice of Intention to Adopt Resolution of Necessity mailed: July 15, 2011

The subject property is owned by Macy’s Secondary Real Estate, Inc., and is part of Eastridge Mall. It is improved with the Macy’s department store, parking and access roads.

The proposed ingress/egress easement is intended to replace an existing ingress/easement, which is due to expire in November 2014. The limits of the proposed easement are the same as the existing easement. No new improvements will be required as VTA previously upgraded this section of the Loop Road and Eastridge Way over 10 years ago. The easement is located roughly on the northern most lane of the Loop Road from Eastridge Lane to Eastridge Way, and then the eastern half of Eastridge Way from the Loop road to Tully Road. The strip along Loop Road is approximately 14’ wide, while the Eastridge Way portion is approximately 26’ wide. The total area is comprised of 16,908 square feet.

rev. Jul-2011
APN-491-04-007
CP359-01

TULLY RD.

EASTRIDGE LOOP

PRIVATE STREET

CP359-01
±1,570.712 m²
(±16,907.78 sq ft)

CP242
A.P.N. 491-04-050
(2009-2010)

SCALE 1"=150'

DATE MODIFIED BY:
Stan Heffner

CHECKED BY:
Laleh Boroumand
Stan Heffner
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

<table>
<thead>
<tr>
<th>Property ID Number</th>
<th>Owner</th>
<th>Assessor Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td>CP236</td>
<td>County of Santa Clara</td>
<td>491-15-003</td>
</tr>
<tr>
<td>CP237</td>
<td>Pacific Gas &amp; Electric</td>
<td>491-15-004</td>
</tr>
<tr>
<td>CP242</td>
<td>Eastridge Shopping Center</td>
<td>491-04-050</td>
</tr>
<tr>
<td>CP243</td>
<td>MS Kearny CT 1 LLC</td>
<td>491-48-005</td>
</tr>
<tr>
<td>CP244</td>
<td>BP West Coast Products LLC</td>
<td>491-48-004</td>
</tr>
<tr>
<td>CP359</td>
<td>Macy’s Secondary Real Estate Inc</td>
<td>491-04-007</td>
</tr>
</tbody>
</table>
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.

5. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with
or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

6. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by VTA.

7. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

____________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ________________

____________________________________
SANDRA WEYMOUTH
Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________________
Counsel
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP236 / APN 491-15-003
CP236-01
FEE ACQUISITION

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D and F as shown on that certain Record of Survey filed for record on June 2, 1969, in Book 254 of Maps, page 35, Santa Clara County Records, described as follows:

BEGINNING at the intersection of the southwesterly line of said Parcel D with the southeasterly line of Ocala Avenue;

Thence along said southeasterly line, the following two courses:
1. Thence North 56°44'39" East, 16.382 meters (53.75');
2. Thence along a tangent curve to the right, having a radius of 15.239 meters (50.00'), through a central angle of 31°02'31" for an arc length of 8.256 meters (27.09'), to the TRUE POINT OF BEGINNING;

Thence South 02°12'50" East, 1.524 meters (5.00');

Thence southeasterly, along a non-tangent curve to the right, having a radius of 13.715 meters (45.00'), whose center bears South 02°12'50" East, through a central angle of 64°03'17" for an arc length of 15.333 meters (50.31');

Thence along a reverse curve to the left, having a radius of 632.737 meters (2,075.90'), through a central angle of 05°22'36" for an arc length of 59.375 meters (194.80');

Thence South 54°59'21" West, 1.876 meters (6.15');
Thence South 35°00'39" East, 17.991 meters (59.03');
Thence North 55°14'24" East, 2.279 meters (7.48');
Thence South 35°42'37" East, 14.748 meters (48.39');
Thence South 42°33'15" East, 16.539 meters (54.26');
Thence South 36°11'42" East, 11.144 meters (36.56');
Thence North 53°47'18" East, 0.914 meters (3.00'), to the southwesterly line of Capitol Expressway;

Thence along said southwesterly line, the following four courses:
1. Thence North 36°11'42" West, 11.195 meters (36.73');
2. Thence North 42°33'15" West, 16.235 meters (53.26');
3. Thence northwesterly, along a non-tangent curve to the right, having a radius of 631.213 meters (2,070.90'), whose center bears North 53°28'26" East, through a central angle of 08°22'01" for an arc length of 92.176 meters (302.42');

4. Thence northwesterly, along a reverse curve to the left, having a radius of 15.239 meters (50.00'), through a central angle of 64°03'17" for an arc length of 17.037 meters (55.90'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 212.22 square meters or 2,284 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED
UPON THE NORTH AMERICAN DATUM OF 1983
(NAD83), EPOCH 1991.35, CALIFORNIA STATE
PLANE COORDINATE ZONE 3, BASED LOCALLY
UPON THE COORDINATES SHOWN ON A RECORD
OF SURVEY, BOOK 801 OF MAPS, PAGES 1–37,
SANTA CLARA COUNTY RECORDS.

NOTE:

DISTANCES SHOWN HEREON ARE GRID
MULTIPLY DISTANCES BY 1.00004590 TO
OBTAIN GROUND DISTANCES. THIS PLAT
WAS BASED UPON RECORD INFORMATION.

MATCH LINE

CAPITOL EXPRESSWAY

OCALA AVENUE

P.O.B.

T.P.O.B.

GRAPHIC SCALE

(IN METERS)

0 5 10 15 20 25

MATCH LINE

CP236

A.P.N. 491–15–003

±212.22 m²
(±2,284 sq ft)

SD FEE ACQUISITION

SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 3 OF 6
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP236 / APN 491-15-003
CP236-02
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT under, upon, over and across that certain real property, as designated in the accompanying Plat Map, for the construction (and other related activities incidental to construction) of the CELR BUS IMPROVEMENT PROJECT. The TCE will begin on or after December 1, 2012, when the property is first occupied for use for CELR civil construction, and will continue for a duration of twelve continuous months, ending no later than November 30, 2013, said Temporary Construction Easement being more particularly described as follows:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D and F as shown on that certain Record of Survey filed for record on June 2, 1969, in Book 254 of Maps, page 35, Santa Clara County Records, described as follows:

BEGINNING at the intersection of the southeasterly line of said Parcel D with the southeasterly line of Ocala Avenue;

Thence along said southeasterly line, the following two courses:
1. Thence North 56°44'39" East, 16.382 meters (53.75');
2. Thence along a tangent curve to the right, having a radius of 15.239 meters (50.00'), through a central angle of 31°02'31" for an arc length of 8.256 meters (27.09');
3. Thence South 02°12'50" East, 1.524 meters (5.00'), to the TRUE POINT OF BEGINNING;

Thence southeasterly, along a non-tangent curve to the right, having a radius of 13.715 meters (45.00'), whose center bears South 02°12'50" East, through a central angle of 64°03'17" for an arc length of 15.333 meters (50.31');

Thence along a reverse curve to the left, having a radius of 632.737 meters (2,075.90'), through a central angle of 05°22'36" for an arc length of 59.375 meters (194.80');

Thence South 54°59'21" West, 1.876 meters (6.15');
Thence South 35°00'39" East, 17.991 meters (59.03');
Thence North 55°14'24" East, 2.279 meters (7.48');
Thence South 35°42'37" East, 14.748 meters (48.39');
Thence South 42°33'15" East, 16.539 meters (54.26');
Thence South 36°11'42" East, 11.144 meters (36.56');
Thence North 53° 47' 18" East, 0.914 meters (3.00'), to the southwesterly line of Capitol Expressway;

Thence along said southwesterly line, South 36° 11' 42" East, 1.524 meters (5.00');

Thence South 53° 47' 18" West, 2.438 meters (8.00');

Thence North 36° 11' 42" West, 12.584 meters (41.29');

Thence North 42° 33' 15" West, 16.545 meters (54.28');

Thence North 35° 42' 37" West, 13.340 meters (43.77');

Thence South 55° 14' 24" West, 2.297 meters (7.54');

Thence North 35° 00' 39" West, 21.032 meters (69.00');

Thence North 54° 59' 21" East, 1.917 meters (6.25');

Thence northwesterly, along a non-tangent curve to the right, having a radius of 634.261 meters (2,080.90'), whose center bears North 56° 35' 53" East, through a central angle of 05° 14' 33" for an arc length of 58.033 meters (190.40');

Thence northwesterly, along a reverse curve to the left, having a radius of 12.191 meters (40.00'), through a central angle of 64° 03' 17" for an arc length of 13.629 meters (44.71');

Thence North 02° 12' 50" West, 1.524 meters (5.00'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 214.83 square meters or 2,312 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
BASIS OF BEARINGS:


NOTE:

DISTANCES SHOWN HEREON ARE GRID. MULTIPLY DISTANCES BY 1.00004590 TO OBTAIN GROUND DISTANCES. THIS PLAT WAS BASED UPON RECORD INFORMATION.

MATCH LINE

Ocala Avenue

P.O.B.

CAPITOL EXPRESSWAY

CP236

A.P.N. 491-15-003
(2007-2008)

±214.83 m²
(±2,312 sq ft)

MATCH LINE

Graphic Scale (in meters)

0 5 10 15 20 25

Sheet 1 of 1

Plat to accompany description:

CP236-02
TEMPORARY CONSTRUCTION EASEMENT
SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 6 OF 6
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.

5. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with
or impair the continuation of the public use as it exists or may reasonably be expected to exist in
the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section
1240.510, or, as applicable, constitutes a more necessary public use to which the property is
appropriated pursuant to Code of Civil Procedure Section 1240.610.

6. All conditions and statutory requirements necessary to exercise the power of
eminent domain (“the right to take”) to acquire the property described herein have been complied
with by VTA.

7. General Counsel or General Counsel’s duly authorized designee is hereby
authorized and directed to institute and conduct to conclusion eminent domain proceedings to
acquire the property described in Exhibit “A” and to take such actions that counsel deems
advisable or necessary in connection therewith, and may deposit the probable amount of
compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of
Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

____________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the forgoing resolution was duly and regularly
introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the
Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on
the date indicated, as set forth above.

Dated: ______________

____________________________________
SANDRA WEYMOUTH
Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________________
Counsel
LEGAL DESCRIPTION

CELR BUS IMPROVEMENT PROJECT
CP237 / APN 491-15-004
CP237-01
FEE ACQUISITION

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of that parcel designated as P.G.&E. as shown on that certain Record of Survey filed for record on June 2, 1969, in Book 254 of Maps, page 35, Santa Clara County Records, described as follows:

BEGINNING at the most southerly corner of Parcel G as shown on said Record of Survey, being on the northwesterly line of Cunningham Avenue;

Thence along said northwesterly line, the following three courses:
1. Thence North 50°32'20" East, 0.040 meters (0.13');
2. Thence North 68°51'52" East, 10.697 meters (35.10');
3. Thence along a tangent curve to the left, having a radius of 12.191 meters (40.00'), through a central angle of 22°56'23" for an arc length of 4.881 meters (16.01'), to the TRUE POINT OF BEGINNING;

Thence northerly, along a non-tangent curve to the left, having a radius of 7.000 meters (22.97'), whose center bears North 48°28'19" West, through a central angle of 41°53'48" for an arc length of 5.119 meters (16.79');

Thence northerly, along a non-tangent curve to the left, having a radius of 23.213 meters (76.16'), whose center bears South 81°33'50" West, through a central angle of 21°22'29" for an arc length of 8.660 meters (28.41');

Thence along a compound curve to the left, having a radius of 698.000 meters (2,290.02'), through a central angle of 02°18'59" for an arc length of 28.218 meters (92.58'), to the northeasterly line of said P.G.&E. parcel;

Thence along the northeasterly and easterly lines of said P.G.&E. parcel the following three courses:
1. Thence South 43°47'55" East, 16.442 meters (53.94');
2. Thence South 30°32'55" East, 14.002 meters (45.94');
3. Thence southerly, along a non-tangent curve to the right, having a radius of 12.191 meters (40.00'), whose center bears South 69°11'59" West, through a central angle of 66°43'30" for an arc length of 14.197 meters (46.58'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 100.03 square meters or 1,077 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent County Expressway.
NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
BASIS OF BEARINGS:
The bearings shown hereon are based upon the North American Datum of 1983 (NAD83), Epoch 1991.35, California State Plane Coordinate Zone 3, based locally upon the coordinates shown on a record of survey, Book 801 of Maps, Pages 1-37, Santa Clara County records.

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<tr>
<th>CURVE</th>
<th>RADIUS (m)</th>
<th>RADIUS (ft)</th>
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<th>LENGTH (ft)</th>
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<tr>
<td>C2</td>
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<td>C3</td>
<td>698.000m</td>
<td>2290.02'</td>
<td>2°18'59&quot;</td>
<td>28.41'</td>
</tr>
</tbody>
</table>

NOTE:
Distances shown hereon are grid. Multiply distances by 1,00004590 to obtain ground distances. This plat was based upon record information.

Legend:
Accessibility Control

Graphic Scale

0 5 10 15 20 25

Sheet 1 of 1

Plat to accompany description:
CP237-01

FEE ACQUISITION

SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 3 OF 6
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP237 / APN 491-15-004
CP237-02
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT under, upon, over and across that certain real
property, as designated in the accompanying Plat Map, for the construction (and other related
activities incidental to construction) of the CELR BUS IMPROVEMENT PROJECT. The TCE
will begin on or after December 1, 2012, when the property is first occupied for use for CELR
civil construction, and will continue for a duration of twelve continuous months, ending no later
than November 30, 2013, said Temporary Construction Easement being more particularly
described as follows:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a
portion of that parcel designated as P.G.&E. as shown on that certain Record of Survey filed for
record on June 2, 1969, in Book 254 of Maps, page 35, Santa Clara County Records, described
as follows:

BEGINNING at the most southerly corner of Parcel G as shown on said Record of Survey,
being on the northwesterly line of Cunningham Avenue;

Thence along said northwesterly line, the following three courses:
1. Thence North 50°32'20" East, 0.040 meters (0.13');
2. Thence North 68°51'52" East, 10.697 meters (35.10'');
3. Thence along a tangent curve to the left, having a radius of 12.191 meters (40.00"),
   through a central angle of 22°56'23" for an arc length of 4.881 meters (16.01"), to the
   TRUE POINT OF BEGINNING;

Thence northerly, along a non-tangent curve to the left, having a radius of 7.000 meters
(22.97"), whose center bears North 48°28'19" West, through a central angle of 41°53'48" for an
arc length of 5.119 meters (16.79");

Thence northerly, along a non-tangent curve to the left, having a radius of 23.213 meters
(76.16"), whose center bears South 81°33'50" West, through a central angle of 21°22'29" for an
arc length of 8.660 meters (28.41")

Thence along a compound curve to the left, having a radius of 698.000 meters (2,290.02"),
through a central angle of 02°18'59" for an arc length of 28.216 meters (92.58"), to the
northeasterly line of said P.G.&E. parcel;

Thence along said northeasterly line, North 43°47'55" West, 15.667 meters (51.40");

Thence southeasterly, along a non-tangent curve to the right, having a radius of 695.000 meters
(2,280.18"), whose center bears South 56°36'28" West, through a central angle of 03°34'52" for an
arc length of 43.441 meters (142.52"");
Thence along a compound curve to the right, having a radius of 20.213 meters (66.32'), through a central angle of 20°42'41" for an arc length of 7.307 meters (23.97');

Thence southerly, along a non-tangent curve to the right, having a radius of 4.000 meters (13.12'), whose center bears North 87°39'10" West, through a central angle of 39°03'31" for an arc length of 2.727 meters (8.95');

Thence South 48°18'32" East, 3.000 meters (9.84"), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 142.78 square meters or 1,537 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
BASIS OF BEARINGS:

The bearings shown hereon are based upon the North American Datum of 1983 (NAD83), Epoch 1991.35, California State Plane Coordinate Zone 3, based locally upon the coordinates shown on a record of survey, book 801 of maps, pages 1-37, Santa Clara County Records.

NOTE:
Distances shown hereon are grid. Multiply distances by 1.00004590 to obtain ground distances. This plat was based upon record information.

<table>
<thead>
<tr>
<th>CURVE</th>
<th>RADIUS(m)</th>
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<td>28.41'</td>
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<tr>
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<td>13.12'</td>
<td>39°03'31&quot;</td>
<td>2.727m</td>
<td>8.95'</td>
</tr>
</tbody>
</table>

LINE BEARING DISTANCE(m) DISTANCE(ft)
L1 S48°18'32"E 3.000m 9.84'
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.
4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by VTA.

6. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the forgoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ____________________

SANDRA WEYMOUTH, Secretary
Board of Directors

APPROVED AS TO FORM:

Counsel
LEGAL DESCRIPTION
CELER BUS IMPROVEMENT PROJECT
CP242 / APN 491-04-050
CP242-01 & CP242-08
FEE ACQUISITION & STORM DRAIN EASEMENT

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the easterly terminus of that certain course shown as North 75°58'27" East, 117.21 feet, in the general northeasterly line of Parcel One as shown on that certain Parcel Map filed for record on July 12, 1972, in Book 304 of Maps, page 38, Santa Clara County Records, also being on the southwesterly line of Capitol Expressway;

Thence along the general northeasterly line of Parcel One as described in said deed, the following two courses:

1. Thence North 28°11'25" West, 47.223 meters (154.93');
2. Thence southwesterly, along a non-tangent curve to the right, having a radius of 15.087 meters (49.50'), whose center bears North 51°37'19" West, through a central angle of 32°55'25" for an arc length of 8.669 meters (28.44'), to the TRUE POINT OF BEGINNING;

Thence South 71°18'06" West, 11.314 meters (37.12');

Thence along a tangent curve to the right, having a radius of 30.000 meters (98.42'), through a central angle of 73°37'57" for an arc length of 38.554 meters (126.49');

Thence North 35°03'58" West, 162.061 meters (531.70');

Thence along a tangent curve to the right, having a radius of 5.800 meters (19.03'), through a central angle of 84°56'03" for an arc length of 8.598 meters (28.21');

Thence North 49°52'05" East, 18.609 meters (61.05');

Thence North 42°52'39" East, 4.848 meters (15.91');

Thence North 37°08'17" East, 9.651 meters (31.66'), to Point A designated hereon;

Thence northerly, along a non-tangent curve to the left, having a radius of 13.600 meters (44.62'), whose center bears North 66°43'13" West, through a central angle of 62°46'24" for an arc length of 14.900 meters (48.89');

Thence North 39°29'37" West, 3.963 meters (13.00');

Thence North 50°20'19" East, 23.860 meters (78.28'), to the northeasterly line of Parcel One as described in said deed;

24200188.doc
Thence along said northeasterly line, the following five courses:

1. Thence South 28°05'28" East, 92.583 meters (303.75');
2. Thence South 28°11'25" East, 16.044 meters (52.64');
3. Thence southerly, along a non-tangent curve to the right, having a radius of 141.116 meters (462.98'), whose center bears South 69°21'34" West, through a central angle of 04°56'13" for an arc length of 12.160 meters (39.89');
4. Thence South 15°42'13" East, 86.096 meters (282.47');
5. Thence along a tangent curve to the left, having a radius of 15.087 meters (49.50'), through a central angle of 92°59'41" for an arc length of 24.487 meters (80.34'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 9,629.14 square meters or 103,647 square feet, more or less.

Reserving therefrom an easement for the construction, maintenance, and replacement of a storm drainage structure or structures and appurtenances under, upon, or across the following parcel of land and designated as "S.D.E." (Storm Drain Easement) on the accompanying Plat Map. The herein described easement shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the easement, said Storm Drain Easement being more particularly described as follows:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at Point A designated in the parcel of land described above;

Thence northeasterly, along a curve to the left, having a radius of 13.600 meters (44.62'), whose center bears North 66°43'13" West, through a central angle of 00°51'58" for an arc length of 0.206 meters (0.67');

Thence North 58°42'07" East, 22.021 meters (72.25');
Thence North 82°49'21" East, 3.658 meters (12.00');
Thence North 50°55'41" East, 2.375 meters (7.79'), to the northeasterly line of Parcel One as described in said deed;
Thence along said northeasterly line, South 28°05'28" East, 3.105 meters (10.19');
Thence South 50°55'41" West, 2.654 meters (8.71');
Thence South 82°49'21" West, 3.878 meters (12.72');
Thence South 58°42'07" West, 28.944 meters (94.96');
Thence North 37°08'17" East, 7.965 meters (26.13'), to the POINT OF BEGINNING.

CONTAINING an area of 96.62 square meters or 1,040 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
Basis of Bearings:
The bearings shown hereon are based upon the North American Datum of 1983 (NAD83), Epoch 1991.35, California State Plane Coordinate Zone 3, based locally upon the coordinates shown on a record of survey, Book 801 of Maps, Pages 1-37, Santa Clara County Records.

Note:
Distances shown hereon are grid. Multiply distances by 1.00004590 to obtain ground distances. This plat was based upon record information.

Detail

Not to Scale

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<th>Line</th>
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<td>26.13'</td>
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CURVE | RADIUS(m) | RADIUS(ft) | DELTA | LENGTH(m) | LENGTH(ft) |
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CP242
A.P.N. 491-04-050
(2009-2010)

CP242-01
±9,629.14 m²
(±103,647 sq ft)

CP242-08
(±96.62 m²
(±1,040 sq ft)

EXHIBIT A, PAGE 4 OF 21
LEGAL DESCRIPTION
CELFR BUS IMPROVEMENT PROJECT
CP242 / APN 491-04-050
CP242-02, CP242-03, CP242-04 & CP242-05
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT under, upon, over and across that certain real property, as designated in the accompanying Plat Map, for the construction (and other related activities incidental to construction) of the CELFR BUS IMPROVEMENT PROJECT. The TCE will begin on or after December 1, 2012, when the property is first occupied for use for CELFR civil construction, and will continue for a duration of twenty-one continuous months, ending no later than August 31, 2014, said Temporary Construction Easement being more particularly described as follows:

CP242-02

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the easterly terminus of that certain course shown as North 75°58'27" East, 117.21 feet, in the general northeasterly line of Parcel 1 as shown on that certain Parcel Map filed for record on July 12, 1972, in Book 304 of Maps, page 38, Santa Clara County Records, also being on the southwesterly line of Capitol Expressway;

Thence along the general northeasterly line of Parcel One as described in said deed, the following two courses:
1. Thence North 28°11'25" West, 47.223 meters (154.93');
2. Thence southwesterly, along a non-tangent curve to the right, having a radius of 15.087 meters (49.50'), whose center bears North 51°37'19" West, through a central angle of 32°55'25" for an arc length of 8.669 meters (28.44'),

Thence South 71°18'06" West, 11.314 meters (37.12');

Thence along a tangent curve to the right, having a radius of 30.000 meters (98.42'), through a central angle of 73°37'57" for an arc length of 38.554 meters (126.49');

Thence North 35°03'58" West, 172.560 meters (566.14');

Thence along a tangent curve to the left, having a radius of 216.500 meters (710.30'), through a central angle of 30°54'20" for an arc length of 3.422 meters (11.23'), to the TRUE POINT OF BEGINNING;

Thence northwesterly, continuing along said curve to the left, having a radius of 216.500 meters (710.30'), through a central angle of 03°16'51" for an arc length of 12.397 meters (40.67');

Thence North 39°15'08" West, 54.433 meters (178.59');
Thence along a tangent curve to the left, having a radius of 148.500 meters (487.20'), through a central angle of 20°28'25" for an arc length of 53.064 meters (174.09'), to Point A designated hereon;

Thence North 51°42'42" East, 3.218 meters (10.56');

Thence southeasterly, along a non-tangent curve to the right, having a radius of 151.500 meters (497.05'), whose center bears South 30°43'08" West, through a central angle of 20°01'44" for an arc length of 52.960 meters (173.75');

Thence South 39°15'08" East, 54.433 meters (178.59');

Thence along a tangent curve to the right, having a radius of 219.500 meters (720.14'), through a central angle of 02°43'51" for an arc length of 10461 meters (34.32');

Thence South 18°51'22" West, 3.658 meters (12.00'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 356.62 square meters or 3,839 square feet, more or less.

CP242-03

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at Point A designated in parcel CP242-02 as described above;

Thence westerly, along a curve to the left, having a radius of 148.500 meters (487.20'), whose center bears South 30°16'27" West, through a central angle of 23°26'14" for an arc length of 60.745 meters (199.29'), to the TRUE POINT OF BEGINNING;

Thence westerly, continuing along said curve to the left, having a radius of 148.500 meters (487.20'), through a central angle of 41°50'49" for an arc length of 108.459 meters (355.84');

Thence South 54°59'24" West, 10.754 meters (35.28');

Thence South 51°25'17" West, 3.000 meters (9.84'), to Point B designated hereon;

Thence North 39°20'32" West, 1.699 meters (5.57'), to the northwesterly line of Parcel One as described in said deed;

Thence along said northwesterly line, North 50°40'17" East, 18.785 meters (61.63');

Thence easterly, along a non-tangent curve to the right, having a radius of 151.500 meters (497.05'), whose center bears South 33°10'24" East, through a central angle of 40°06'20" for an arc length of 106.046 meters (347.92').
Thence South 11°38'48" West, 3.010 meters (9.88'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 356.24 square meters or 3,835 square feet, more or less.

CP242-04

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at Point B designated in parcel CP242-03 as described above;

Thence South 51°25'17" West, 9.250 meters (30.35');

Thence along a tangent curve to the right, having a radius of 12.500 meters (41.01'), through a central angle of 89°08'24" for an arc length of 19.447 meters (63.80');

Thence North 39°26'19" West, 65.614 meters (215.27'), to the northwesterly line of Parcel One as described in said deed;

Thence along said northwesterly line, South 50°39'14" West, 16.548 meters (54.29'), to the TRUE POINT OF BEGINNING;

Thence along said northwesterly line, South 50°40'55" West, 8.579 meters (28.15');

Thence North 79°00'13" West, 3.939 meters (12.92'), to the westerly line of Parcel One as described in said deed;

Thence along the westerly, southwesterly and northwesterly lines of Parcel One as described in said deed, the following three courses:

1. Thence North 05°41'28" East, 11.504 meters (37.74');
2. Thence North 39°17'59" West, 66.749 meters (218.99');
3. Thence North 50°39'14" East, 2.991 meters (9.81'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 285.82 square meters or 3,077 square feet, more or less.
REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at Point C designated in parcel CP242-04 as described above, said point being on the northwesterly line of the Roadway Easement described in the Grant of Easement to Santa Clara Valley Transportation Authority, recorded June 15, 2000, in Document No. 15281949 of Official Records, Santa Clara County Records;

Thence along the northwesterly, northeasterly and southeasterly lines of said Roadway Easement, the following three courses:

1. Thence North 50°40'55" East, 9.464 meters (31.05');
2. Thence South 39°19'32" East, 4.115 meters (13.50');
3. Thence South 50°28'36" West, 8.206 meters (26.92'), to the TRUE POINT OF BEGINNING;

Thence South 39°18'17" East, 13.049 meters (42.81');

Thence North 50°42'18" East, 39.694 meters (130.23');

Thence along a tangent curve to the right, having a radius of 132.000 meters (433.07'), through a central angle of 90°02'34" for an arc length of 207.444 meters (680.59');

Thence South 39°15'08" East, 54.433 meters (178.59');

Thence along a tangent curve to the right, having a radius of 200.000 meters (656.17'), through a central angle of 04°11'11" for an arc length of 14.613 meters (47.94');

Thence South 35°03'58" East, 220.716 meters (724.13');

Thence southeasterly, along a non-tangent curve to the right, having a radius of 99.921 meters (327.82), whose center bears South 54°56'20" West, through a central angle of 20°54'57" for an arc length of 36.476 meters (119.67');

Thence North 75°51'07" East, 3.608 meters (11.84');

Thence southerly, along a non-tangent curve to the right, having a radius of 103.600 meters (339.89), whose center bears South 75°50'12" West, through a central angle of 15°42'06" for an arc length of 28.391 meters (93.15');

Thence South 01°30'11" West, 3.000 meters (9.84');

Thence North 88°28'39" West, 6.600 meters (21.65');

Thence North 01°30'11" East, 3.000 meters (9.84');
Thence along a tangent curve to the left, having a radius of 97.226 meters (318.98'), through a central angle of 37°17'25" for an arc length of 63.279 meters (207.61');

Thence North 35°03'58" West, 219.407 meters (719.84');

Thence along a tangent curve to the left, having a radius of 197.000 meters (646.32'), through a central angle of 04°11'11" for an arc length of 14.394 meters (47.22');

Thence North 39°15'08" West, 54.433 meters (178.59');

Thence along a tangent curve to the left, having a radius of 129.000 meters (423.23'), through a central angle of 90°02'34" for an arc length of 202.729 meters (665.12');

Thence South 50°42'18" West, 42.694 meters (140.07');

Thence North 39°18'17" West, 16.037 meters (52.61'), to the southeasterly line of said Roadway Easement;

Thence along said southeasterly line, North 50°28'36" East, 3.000 meters (9.84'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 1,959.41 square meters or 21,091 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Steve W. Danner, LS 5106
License expires 06-30-2011
NOTE:
DISTANCES SHOWN HEREON ARE GRID.
MULTIPLY DISTANCES BY 1.00004590 TO
OBTAIN GROUND DISTANCES. THIS PLAT
WAS BASED UPON RECORD INFORMATION.

BASIS OF BEARINGS:
The bearings shown hereon are based
upon the North American Datum of 1983
(NAD83), Epoch 1991.35, California State
Plane Coordinate Zone 3, based locally
upon the coordinates shown on a record
of survey. Book 801 of Maps, Pages 1–37,
Santa Clara County Records.

Plot to accompany description:
CP242–02, CP242–03, CP242–04 & CP242–05
TEMPORARY CONSTRUCTION EASEMENT
SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 10 OF 21
Plat to accompany description:
CP242-02, CP242-03, CP242-04 & CP242-05
TEMPORARY CONSTRUCTION EASEMENT
SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 12 OF 21
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP242 / APN 491-04-050
CP242-06
INGRESS AND EGRESS EASEMENT

A non-exclusive easement and right of way ("the Easement") for the purposes of ingress and egress for transit services, constructing, reconstructing, removing, replacing, repairing, maintaining, operating, inspecting and using a roadway ("Easement Improvements") over and across that certain real property of Grantor as described below ("Easement Area") and as shown on the plat map attached hereto:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel One as described in the deed recorded December 23, 1999, in Document No. 15101082 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the easterly terminus of that certain course shown as North 75°58'27" East, 117.21 feet, in the general northeasterly line of Parcel 1 as shown on that certain Parcel Map filed for record on July 12, 1972, in Book 304 of Maps, page 38, Santa Clara County Records, also being on the southwesterly line of Capitol Expressway;

Thence along the northeasterly line of Parcel One as described in said deed, North 28°11'25" West, 17.899 meters (58.72"), to the TRUE POINT OF BEGINNING;

Thence continuing along said northeasterly line, North 28°11'23" West, 29.324 meters (96.21");

Thence southwesterly, along a non-tangent curve to the right, having a radius of 15.087 meters (49.50"), whose center bears North 51°37'19" West, through a central angle of 32°55'25" for an arc length of 8.669 meters (28.44");

Thence South 71°18'06" West, 11.314 meters (37.12");

Thence along a tangent curve to the right, having a radius of 30.000 meters (98.43"), through a central angle of 73°37'57" for an arc length of 38.554 meters (126.49");

Thence North 35°03'58" West, 172.560 meters (566.14");

Thence along a tangent curve to the left, having a radius of 216.500 meters (710.30"), through a central angle of 04°11'11" for an arc length of 15.818 meters (51.90");

Thence North 39°15'08" West, 54.433 meters (178.59");

Thence along a tangent curve to the left, having a radius of 148.500 meters (487.20"), through a central angle of 26°04'48" for an arc length of 67.595 meters (221.77");
Thence along a reverse curve to the right, having a radius of 7.315 meters (24.00'), through a
central angle of 115°26'03" for an arc length of 14.738 meters (48.35');

Thence North 50°06'07" East, 71.939 meters (236.02'), to the northerly line of said Parcel One;

Thence along said northerly line, westerly, along a non-tangent curve to the left, having a radius
of 141.116 meters (462.98'), whose center bears South 22°24'10" West, through a central angle
of 03°38'14" for an arc length of 8.959 meters (29.39');

Thence South 50°17'28" West, 80.953 meters (265.59');

Thence along a tangent curve to the right, having a radius of 7.010 meters (23.00'), through a
central angle of 54°45'42" for an arc length of 6.700 meters (21.98');

Thence along a reverse curve to the left, having a radius of 148.500 meters (487.20'), through a
central angle of 50°03'46" for an arc length of 129.753 meters (425.70');

Thence South 54°59'24" West, 10.754 meters (35.28');

Thence South 51°25'17" West, 12.250 meters (40.19');

Thence along a tangent curve to the right, having a radius of 12.500 meters (41.01'), through a
central angle of 89°08'24" for an arc length of 19.447 meters (63.80');

Thence North 39°26'19" West, 65.614 meters (215.27'), to the northwesterly line of Parcel One
as described in said deed;

Thence along said northwesterly line, South 50°39'14" West, 16.548 meters (54.29');

Thence South 39°16'43" East, 77.915 meters (255.63'), to the northwesterly line of the
Roadway Easement described in the Grant of Easement to Santa Clara Valley Transportation
Authority, recorded June 15, 2000, in Document No. 15281949 of Official Records, Santa Clara
County Records;

Thence along the northwesterly, northeasterly and southeasterly lines of said Roadway
Easement, the following three courses:
   1. Thence North 50°40'55" East, 9.464 meters (31.05');
   2. Thence South 39°19'32" East, 4.115 meters (13.50');
   3. Thence South 50°28'36" West, 8.206 meters (26.92');

Thence South 39°18'17" East, 13.049 meters (42.81');

Thence North 50°42'18" East, 39.694 meters (130.23');

Thence along a tangent curve to the right, having a radius of 132.000 meters (433.07'), through
a central angle of 90°02'34" for an arc length of 207.444 meters (680.59');

Thence South 39°15'08" East, 54.433 meters (178.59');
Thence along a tangent curve to the right, having a radius of 200.000 meters (656.17'), through a central angle of 04°11'11" for an arc length of 14.613 meters (47.94');

Thence South 35°03'58" East, 216.096 meters (708.97');

Thence North 72°56'31" East, 56.720 meters (186.09'), to the TRUE POINT OF BEGINNING.

CONTAINING an area of 12,234.01 square meters or 131,685 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

1. Grantee shall be responsible at its sole cost and expense for the maintenance, repair, reconstruction, and removal, as necessary, of the Easement Improvements and for maintaining the Easement Improvements in good condition.

2. Grantee shall, in the exercise of any right granted hereunder, insure that ingress to and egress from the Easement Area and the adjoining land of the Grantor and the adjoining streets and rights-of-way will not be obstructed or closed.

3. Grantee shall not permanently close or obstruct the roadway or Easement Area. During any period of construction, inspection, maintenance, repair, reconstruction, removal, or other work in the Easement Area, Grantee shall use such barricades and undertake such other safety measures which are sufficient to protect the general public, including Grantor's employees, agents, invitees and permittees, from injury. No construction, except for emergency repairs, shall be made in the Easement Area during the period between November 15 and the next following January 15 or during the four week period immediately preceding Easter. In its use of the Easement Area or in the installation of any equipment incidental thereto and in the performance of any of the work which the Grantee is authorized to perform in the Easement Area, Grantee shall avoid any damage to or interference with other installations or operations of Grantor in the vicinity of the Easement Area.

4. This Easement and all rights granted and obligations imposed hereunder shall terminate 12 consecutive calendar months after Grantee discontinues its use of the Easement Area. Upon termination of the Easement, any improvements (including, without limitation, the Easement Improvement) made in the Easement Area by Grantee shall, at Grantor's option, become the property of Grantor without cost or expense to Grantor.
A non-exclusive easement and right of way ("the Easement") for the purposes of ingress and egress for transit services, constructing, reconstructing, removing, replacing, repairing, maintaining, operating, inspecting and using a roadway ("Easement Improvements") over and across that certain real property of Grantor as described below ("Easement Area") and as shown on the plat map attached hereto:

All that certain property situated in the City of San Jose, County of Santa Clara, State of California, and being a portion of Parcel 1, as said parcel is shown on that certain Parcel Map filed in Book 304 of Maps, Page 38, Records of Santa Clara County, California, said property also being a Roadway Easement inclusive of ingress and egress rights for transit services and operations, construction, maintenance, repair and replacement of the roadway system, said property being described as follows:

Beginning at the intersection of the southerly line of Parcel 5, as said Parcel 5 is shown on said Parcel Map filed in Book 304 of Maps, Page 38, with that certain generally westerly line of said Parcel 1 that bears N40°08'55"W - 755.00', said generally westerly line also being the generally easterly line of that certain Parcel "B" shown on that certain Parcel Map filed in Book 259 of Maps, Page 32, Records of Santa Clara County, California; thence southerly along said generally westerly line of Parcel 1, South 40°08'55" East 4.63 feet to the True Point of Beginning of this description; thence continuing southerly along said generally westerly line of Parcel 1, South 49°38'55" East 14.07 feet; thence North 49°51'05" West 159.24 feet; thence North 40°09'22" West 13.50 feet; thence South 49°51'05" West 159.23 feet to the True Point of Beginning.

Containing 2,195 square feet of land more or less.

The bearing of South 49°51'05" West of the centerline of Tully Road as shown on that certain Map recorded in Book 259 of Maps at page 32, Santa Clara County Records, was taken as the basis of bearings for this legal description.

The attached Plat Map is made a part of this description and shows the intent of this description.

1. Grantee shall be responsible at its sole cost and expense for the maintenance, repair, reconstruction, and removal, as necessary, of the Easement Improvements and for maintaining the Easement Improvements in good condition.

2. Grantee shall, in the exercise of any right granted hereunder, insure that ingress to and egress from the Easement Area and the adjoining land of the Grantor and the adjoining streets and rights-of-way will not be obstructed or closed.
3. Grantee shall not permanently close or obstruct the roadway or Easement Area. During any period of construction, inspection, maintenance, repair, reconstruction, removal, or other work in the Easement Area, Grantee shall use such barricades and undertake such other safety measures which are sufficient to protect the general public, including Grantor's employees, agents, invitees and permittees, from injury. No construction, except for emergency repairs, shall be made in the Easement Area during the period between November 15 and the next following January 15 or during the four week period immediately preceding Easter. In its use of the Easement Area or in the installation of any equipment incidental thereto and in the performance of any of the work which the Grantee is authorized to perform in the Easement Area, Grantee shall avoid any damage to or interference with other installations or operations of Grantor in the vicinity of the Easement Area.

4. This Easement and all rights granted and obligations imposed hereunder shall terminate 12 consecutive calendar months after Grantee discontinues its use of the Easement Area. Upon termination of the Easement, any improvements (including, without limitation, the Easement Improvement) made in the Easement Area by Grantee shall, at Grantor's option, become the property of Grantor without cost or expense to Grantor.

Stan Heffner

Stan Heffner, PLS #6791
The bearing of S49°51'05"W of the centerline of Tully Road as shown on that certain Map recorded in Book 259 of Maps at page 32, Santa Clara County Records, was taken as the basis of bearings shown on this map.
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC
INTEREST AND NECESSITY REQUIRE THE ACQUISITION
OF CERTAIN LAND AND DIRECTING THE FILING OF
EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by VTA.

6. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

____________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the forgoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ________________

____________________________________
SANDRA WEYMOUTH
Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________________
Counsel
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP243 / APN: 491-48-005
CP243-01
FEE ACQUISITION

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed for record on November 23, 1971, in Book 293 of Maps, page 15, Santa Clara County Records, described as follows:

BEGINNING at the northeasterly corner of said Parcel 2, being on the westerly line of Capitol Expressway, said POINT OF BEGINNING also the beginning of a non-tangent curve to the right from which the center bears South 67°23'27" West;

Thence southerly along said westerly line, along said non-tangent curve having a radius of 1,471.815 meters (4,828.73'), through a central angle of 08°25'17", for an arc length of 216.329 meters (709.73'), to the southerly line of said Parcel 2;

Thence along said southerly line, South 74°17'19" West, 2.366 meters (7.76') to the beginning of a non-tangent curve to the left from which the center bears South 75°50'09" West;

Thence northerly along said non-tangent curve having a radius of 1466.404 meters (4,811.03'), through a central angle of 08°27'23", for an arc length of 216.429 meters (710.06') to the northerly line of said Parcel 2;

Thence along said northerly line, North 76°48'10" East, 2,349 meters (7.71') to the POINT OF BEGINNING.

CONTAINING an area of 505.223 square meters or 5438 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent County Expressway.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Stan Heffner, PLS 6791
My License Expires on 09/30/2012
BASIS OF BEARINGS:

The bearings shown hereon are based upon the North American Datum of 1983 (NAD83), Epoch 1991.35, California State Plane Coordinate Zone 3, based locally upon the coordinates shown on a record of survey, book 801 of maps, pages 1-37, Santa Clara County records.

NOTE:

Distances shown hereon are grid. Multiply distances by 1.00004590 to obtain ground distances. This plat was based upon record information.

LEGEND:

ACCESS CONTROL

LINE-TABLE

<table>
<thead>
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<th>Line</th>
<th>Length (m)</th>
<th>Bearing</th>
<th>Length (ft)</th>
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<td>574°17'19&quot;W</td>
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</tr>
<tr>
<td>L2</td>
<td>2.349</td>
<td>576°48'10&quot;E</td>
<td>7.71</td>
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CURVE-TABLE

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<th>Curve Length (m)</th>
<th>Radius</th>
<th>Delta</th>
<th>Length (ft)</th>
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</thead>
<tbody>
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<td>709.73</td>
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<tr>
<td>C2 216.429</td>
<td>1466.404</td>
<td>8°27'23&quot;</td>
<td>710.06</td>
</tr>
</tbody>
</table>

A.P.N. 491-04-050  (2006-2007)

Exist R/W

CAPITOL EXPRESSWAY

A.P.N. 491-04-024  (2006-2007)

RELINQUISHMENT OF ABUTTER'S RIGHTS 5247 C.R. 271


Area: 505.223 ± sqm
Area: 5438 ± sqft.


Graphic Scale

(in meters)

Scale: 1 : 1000

Designed:  F.D.

Drawn:  LB

Project Engr.:  -

Copy:  -

No. Line: CP243-01

ACQUISITION

SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

VTA Valley Transportation Authority

EXHIBIT A, PAGE 2 OF 4
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP243 / APN: 491-48-005
CP243-02
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT under, upon, over and across that certain real property, as designated in the accompanying Plat Map, for the construction (and other related activities incidental to construction) of the CELR BUS IMPROVEMENT PROJECT. The TCE will begin on or after December 1, 2012, when the property is first occupied for use for CELR civil construction, and will continue for a duration of twelve continuous months, ending no later than November 30, 2013, said Temporary Construction Easement being more particularly described as follows:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 2 as shown on that certain Parcel Map filed for record on November 23, 1971, in Book 293 of Maps, page 15, Santa Clara County Records, described as follows:

BEGINNING at the northeasterly corner of said Parcel 2, being on the westerly line of Capitol Expressway;

Thence along the northerly line of said Parcel 2, South 76° 48' 10" West, 2.349 meters (7.71'), to the TRUE POINT OF BEGINNING, also the beginning of a non-tangent curve to the right from which the center point bears South 67° 22' 46" West;

Thence southerly along said non-tangent curve having a radius of 1466.404 meters (4,811.03'), through a central angle of 08° 27' 23", for an arc length of 216.429 meters (710.06') to the southerly line of said Parcel 2;

Thence along said southerly line, South 74° 17' 19" West, 3.000 meters (9.84) to the beginning of a non-tangent curve to the left from which the center bears South 75° 50' 21" West;

Thence northwesterly, along said non-tangent curve having a radius of 1463.404 meters (4,801.14'), through a central angle of 08° 28' 46", for an arc length of 216.575 meters (710.54');

Thence North 76° 48' 10" East, 3.041 meters (9.98') to the TRUE POINT OF BEGINNING.

CONTAINING an area of 649.507 square meters or 6,991 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Stan Heffner, PLS 6791
My License Expires on 09/30/2012
BASIS OF BEARINGS:
The bearings shown hereon are based upon the North American Datum of 1983 (NAD83), Epoch 1991.35, California State Plane Coordinate Zone 3, based locally upon the coordinates shown on a Record of Survey, Book 80 of Maps, Pages 1–37, Santa Clara County records.

NOTE:
Distances shown hereon are grid. Multiply distances by 1.00004590 to obtain ground distances. This plat was based upon record information.

A.P.N. 491-04-050
(2006-2007)

A.P.N. 491-04-024
(2006-2007)

A.P.N. 491-48-005
(2004-2005)

A.P.N. 491-48-004
(2004-2005)

PROPERTY I.D. CP243-02
TEMPORARY CONSTRUCTION EASEMENT
SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA

EXHIBIT A, PAGE 4 OF 4
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by VTA.

6. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

____________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the forgoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ______________

____________________________________
SANDRA WEYMOUTH
Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________________
Counsel
LEGAL DESCRIPTION
CEL R BUS IMPROVEMENT PROJECT
CP244 / APN: 491-48-004
CP244-01
FEE ACQUISITION

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed for record on November 23, 1971, in Book 293 of Maps, page 15, Santa Clara County Records, described as follows:

BEGINNING at the northeasterly corner of said Parcel 1, being on the westerly line of Capitol Expressway, said POINT OF BEGINNING also the beginning of a non-tangent curve to the right from which the center bears South 75°48'44" West;

Thence southerly along said westerly line of Capitol Expressway, the easterly line of said Parcel 1, and along said non-tangent curve having a radius of 1,471.815 meters (4,828.78'), through a central angle of 00°17'35", for an arc length of 7.528 meters (24.70');

Thence leaving said westerly line of Capitol Expressway and said easterly line of Parcel 1, North 58°59'38" West, 3.344 meters (10.97') to the beginning of a non-tangent curve to the left from which the center bears S 76°02'06" West;

Thence northerly along said non-tangent curve having a radius of 1,466.404 meters (4,811.03'), through a central angle of 00°11'57" for an arc length of 5.097 meters (16.72'), to the northerly line of said Parcel 1;

Thence along said northerly line, North 74°17'19" East, 2.366 meters (7.76'), to the POINT OF BEGINNING.

CONTAINING an area of 14.943 square meters or 161 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent County Expressway.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Stan Heffner, PLS 6791
My License Expires on 09/30/2012
BASIS OF BEARINGS:


NOTE:

DISTANCES SHOWN HEREON ARE GRID. MULTIPLY DISTANCES BY 1.00004590 TO OBTAIN GROUND DISTANCES. THIS PLAT WAS BASED UPON RECORD INFORMATION.

Area: 14.943± sqm.
Area: 161± sqft.

EXIST R/W

Curve Table

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RELINQUISHMENT OF ABUTTER'S RIGHTS
9247 O.R. 271

CP244–01
A.P.N. 491–48–004

A.P.N. 491–48–005

A.P.N. 491–04–050
(2006–2007)

CAPITOL EXPRESSWAY

EXHIBIT A, PAGE 2 OF 5
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP244 / APN: 491-48-004
CP244-02
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT under, upon, over and across that certain real property, as designated in the accompanying Plat Map, for the construction (and other related activities incidental to construction) of the CELR BUS IMPROVEMENT PROJECT. The TCE will begin on or after December 1, 2012, when the property is first occupied for use for CELR civil construction, and will continue for a duration of twelve continuous months, ending no later than November 30, 2013, said Temporary Construction Easement being more particularly described as follows:

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed for record on November 23, 1971, in Book 293 of Maps, page 15, Santa Clara County Records, described as follows:

COMMENCING at the northeasterly corner of said Parcel 1, being on the westerly line of Capitol Expressway;

Thence along the northerly line of said Parcel 1, South 74°17'19" West, 2.366 meters (7.76') to the POINT OF BEGINNING, also the beginning of a non-tangent curve to the right from which the center bears South 75°50'09" West;

Thence southerly, along said non-tangent curve having a radius of 1,466.404 meters (4,811.03'), through a central angle of 00°11'57" for an arc length of 5.097 meters (16.72');

Thence South 58°59'38" East, 3.344 meters (10.97') to the easterly line of said Parcel 1 and the beginning of a non-tangent curve to the right from which the center bears South 76°06'19" West;

Thence southerly, along said easterly line and said non-tangent curve having a radius of 1,471.815 meters (4,828.78'), through a central angle of 00°09'53" for an arc length of 4.231 meters (13.88');

Thence North 58°59'38" West, 7.568 meters (24.83') to the beginning of a non-tangent curve to the left from which the center bears South 76°05'02" West;

Thence along said non-tangent curve having a radius of 1,463.404 meters (4,801.18'), through a central angle of 00°14'41" for an arc length of 6.251 meters (20.51'), to the northerly line of said Parcel 1;
Thence along said northerly line, North 74°17'19" East, 3.000 meters (9.84'), to the
POINT OF BEGINNING.

CONTAINING an area of 33.385 square meters or 359 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California
Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.00004590
to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

Stan Heffner, PLS 6791
My License Expires on 09/30/2012
BASIS OF BEARINGS:

NOTE:
DISTANCES SHOWN HEREON ARE GRID. MULTIPLY DISTANCES BY 1.00004590 TO OBTAIN GROUND DISTANCES. THIS PLAT WAS BASED UPON RECORD INFORMATION.

LINE-TABLE

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Property I.D. CP244-02
Temporary Construction Easement
San Jose, Santa Clara County, California

Plat to accompany description:

EXHIBIT A, PAGE 5 OF 5
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC
INTEREST AND NECESSITY REQUIRE THE ACQUISITION
OF CERTAIN LAND AND DIRECTING THE FILING OF
EMINENT DOMAIN PROCEEDINGS

WHEREAS, the Capitol Expressway Light Rail – Phase I Project (the “Project”) is being undertaken for the purpose of pedestrian and bus stop improvements and transit center upgrades that will improve pedestrian access and transit service along the Capitol Expressway corridor, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, was made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by VTA.

6. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

____________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the forgoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ________________

____________________________________
SANDRA WEYMOUTH
Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________________
Counsel
LEGAL DESCRIPTION
CELR BUS IMPROVEMENT PROJECT
CP359 / APN 491-04-007
CP359-01
INGRESS AND EGRESS EASEMENT
July 12, 2010

A non-exclusive easement and right of way ("the Easement") for the purposes of ingress and egress for transit services, constructing, reconstructing, removing, replacing, repairing, maintaining, operating, inspecting and using a roadway ("Easement Improvements") over and across that certain real property of Grantor as described below ("Easement Area") and as shown on the plat map attached hereto:

All that certain property situated in the City of San Jose, County of Santa Clara, State of California, and being a portion of Parcel "B", as said parcel is shown on that certain Parcel Map filed in Book 259 of Maps, Page 32, Records of Santa Clara County, California, said property also being a Roadway Easement inclusive of ingress and egress rights for transit services and operations, construction, maintenance, repair and replacement of the roadway system.

Beginning at the most northerly corner of the abovementioned Parcel “B”, said corner being on the southerly line of Parcel 5, as said Parcel 5 is shown on that certain Parcel Map filed in Book 304 of Maps, Page 38, Records of Santa Clara County, California; thence southerly along the generally easterly line of said Parcel “B", South 40°08'55" East 4.63 feet to the True Point of Beginning of this description; thence westerly along a line parallel with and 4.63 feet southerly, measured at right angles, from the southerly lines of Parcel 5 and Parcel 6, as said parcels are shown on said map filed in Book 304, Page 38, South 49°51'05" West 669.15 feet; thence 65.71 feet westerly and northerly along a curve to the right, concave to the north, having a radius of 41.83 feet through a central angle of 90°00'00"; thence northerly along a line parallel with and 9.10 feet westerly, measured at right angles, from the westerly line of said Parcel 6, North 40°08'55" West 213.80 feet to a point on the generally northerly line of said Parcel “B”; thence westerly along said generally northerly line South 49°51'05" West 25.81 feet; thence South 40°08'55" East 268.53 feet; thence North 49°56'33" East 736.79 feet to a point on said generally easterly line of Parcel “B”; thence northerly along said generally easterly line North 40°08'55" West 14.07 feet to the True Point of Beginning.

Containing 16,908 square feet of land more or less.

The bearing of South 49°51'05" West of the centerline of Tully Road as shown on that certain Map recorded in Book 259 of Maps at page 32, Santa Clara County Records, was taken as the basis of bearings for this legal description.

The attached Plat Map is made a part of this description and shows the intent of this description.

1. Grantee shall be responsible at its sole cost and expense for the maintenance, repair, reconstruction, and removal, as necessary, of the Easement Improvements and for maintaining the Easement Improvements in good condition.
2. Grantee shall, in the exercise of any right granted hereunder, insure that ingress to and egress from the Easement Area and the adjoining land of the Grantor and the adjoining streets and rights-of-way will not be obstructed or closed.

3. Grantee shall not permanently close or obstruct the roadway or Easement Area. During any period of construction, inspection, maintenance, repair, reconstruction, removal, or other work in the Easement Area, Grantee shall use such barricades and undertake such other safety measures which are sufficient to protect the general public, including Grantor's employees, agents, invitees and permittees, from injury. No construction, except for emergency repairs, shall be made in the Easement Area during the period between November 15 and the next following January 15 or during the four week period immediately preceding Easter. In its use of the Easement Area or in the installation of any equipment incidental thereto and in the performance of any of the work which the Grantee is authorized to perform in the Easement Area, Grantee shall avoid any damage to or interference with other installations or operations of Grantor in the vicinity of the Easement Area.

4. This Easement and all rights granted and obligations imposed hereunder shall terminate 12 consecutive calendar months after Grantee discontinues its use of the Easement Area. Upon termination of the Easement, any improvements (including, without limitation, the Easement Improvement) made in the Easement Area by Grantee shall, at Grantor's option, become the property of Grantor without cost or expense to Grantor.

Stan Heffner, PLS #6791

EXHIBIT A, PAGE 2 OF 3
PLAT MAP

TO ACCOMPANY DESCRIPTION FOR AN INGRESS EGRESS EASEMENT FOR THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

LINE TABLE

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BASIS OF BEARING

The bearing of S49°51'05"W of the centerline of Tully Road as shown on that certain Map recorded in Book 259 of Maps at page 32, Santa Clara County Records, was taken as the basis of bearings shown on this map.

TULLY RD.
S49°51'05"W

PARCEL 6

304 M. 38

PARCEL "B"

259 M. 32

EXHIBIT A, PAGE 3 OF 3
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief SVRT Program Officer, Carolyn M. Gonot

SUBJECT: Resolutions of Necessity for BART Silicon Valley Berryessa Extension Project

Resolution

ACTION ITEM

RECOMMENDATION:

Adopt Resolutions of Necessity determining that the public interest and necessity require the acquisition of property interest from four parcels for the BART Silicon Valley Berryessa Extension (SVBX) Project.

BACKGROUND:

The BART Silicon Valley Program is an extension of the existing BART regional heavy rail system to Milpitas, San Jose and Santa Clara, which will be delivered through a phased approach. The first phase is the Silicon Valley Berryessa Extension (SVBX) Project, a 10-mile, two-station project, which will extend the existing BART system and provide service to the cities of Milpitas and San Jose in Santa Clara County.

The SVBX Project will begin south of the future BART Warm Springs Station in Fremont and proceed on the WP Milpitas Corridor purchased by VTA from the Union Pacific Railroad in 2002, through Milpitas, and end in the Berryessa area of north San Jose at Las Plumas Avenue. (See Project Map attached hereto.) Engineering on the SVBX Project is advancing, and major utility relocations and full construction activities are scheduled to begin in 2012. Full and partial property acquisitions are required from approximately 98 property owners in order to construct the SVBX Project.
These acquisitions are being pursued in accordance with state and federal law, and diligent efforts are being made to acquire them through negotiated settlement. However, negotiated settlements may not be achievable in all instances and some of the acquisitions may need to be acquired through a timely condemnation process, particularly to ensure that the Project can stay on schedule.

A prerequisite to commencement of eminent domain proceedings by a public entity is adoption of a Resolution of Necessity (California Code Civil Procedure section 1245.220). As discussed below, staff is recommending the Board adopt Resolutions of Necessity for four property acquisitions to enable commencement of eminent domain proceedings.

**DISCUSSION:**

Among the approximately 98 property acquisitions required for the Project, staff is recommending that Resolutions of Necessity be adopted for the following four properties:

1. **Property owned by San Jose V Investors, LLC:** A fee interest in the entire property, totaling 13.644 acres, owned by San Jose V Investors, LLC, and located at 1610, 1620, 1630, 1640, 1650 Berryessa Road in the City of San Jose plus appurtenant rights in an adjacent 1.49 acre strip are required to build key elements of the Berryessa station campus, including the station plaza, bus transit center, station parking and police facility. The property also is necessary for Berryessa Station Way, a new roadway which will be the station’s main point of access from both Berryessa and Mabury Roads. In addition to the above-mentioned station elements, the San Jose V Investors property is needed for the reconstruction of Upper Penitencia Creek to protect against the 100 year flood. Should such a flood occur, it would inundate the Berryessa BART Station and adjacent properties. The creek improvements implemented by VTA will also provide mitigation for project impacts occurring in wetland areas in other parts of the corridor. This mitigation is required by agencies the U.S. Army Corps of Engineers, California Department of Fish and Game, and the San Francisco Regional Water Quality Control Board.

   The San Jose V Investors property was appraised and reviewed by a review appraiser, the Federal Transportation Authority and VTA staff, which set just compensation. An offer based on the recommended appraisal was made on May 14, 2011. To date, negotiations with the owner to acquire the property have been unsuccessful even though the real estate team has diligently worked to acquire the property through negotiated settlement with the property owner. The team will continue to work with the property owner to reach a negotiated settlement even after adoption of a Resolution of Necessity.

2. **Property located within Upper Penitencia Creek:** A 58 square-foot fee interest and 2 utility easements (284 square feet and 283 square feet) are needed from property located in Upper Penitencia Creek in the City of San Jose. The fee interest is required to construct a walkway for the aerial structure of the BART guideway, and the utility easements are needed to relocate the Chevron pipeline and the MCI/Verizon communication facilities. After reasonable diligence, no title information could be located revealing the owner of this property, and therefore no offer was made.
3. Property owned by the heirs and/or devisees of Tito de la Rosa: A 4069 square-foot ingress/egress easement is needed from a portion of former Industrial Avenue, which is located adjacent to the UPPR corridor and in a southerly direction from State Highway 237 in the City of Milpitas, in order for BART to access the guideway and for third party utilities to access their facilities within the guideway. After reasonable diligence, VTA was unable to locate the owner of this property and therefore could not make an offer to an owner of record.

4. Property owned by the heirs or devisees of Anna Catherine Vennum, Deceased: This property is located at the southeast corner of Hostetter Road in the City of San Jose. A full fee acquisition consisting of 62,978 sq. ft. of this property is needed for a traction power substation, which will provide traction power to BART vehicles. VTA was unable to locate the owner of this property after reasonable diligence and therefore no offer was made to an owner of record.

VTA must take action to acquire the above-referenced key properties through eminent domain proceedings in order to ensure that construction can timely begin and the construction schedule remains intact.

As noted above, a prerequisite to commencement of eminent domain proceedings by a public entity is adoption of a Resolution of Necessity. This statutory requirement is designed to ensure that public entities verify and confirm the validity of their intended use of the power of eminent domain. A resolution of necessity must contain a general statement of the public use for which the property is taken, a reference to the authorizing statutes, a description of property, and a declaration stating that each of the following have been found and determined to be true:

1. The public interest and necessity require the proposed project;

2. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;

3. The property described in the resolution is necessary for the proposed project; and

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2, or the offer has not been made because the owner cannot be located with reasonable diligence.

Further information addressing each of these items and any additional findings that must be made is included in a staff report (provided under separate cover). The staff report also contains specific information on the property impacted.

**ALTERNATIVES:**

There are no practical alternatives to the recommended action if the SVBX Project schedule is to
be maintained and the SVBX Project is to be constructed as designed. The property that is subject to each of the Resolutions of Necessity is required for the SVBX Project and a condemnation action must be initiated in order to obtain possession of each parcel.

**FISCAL IMPACT:**

Appropriation for the costs associated with acquisition of these properties is included in the FY12 Adopted 2000 Measure A Transit Improvement Program Fund Capital Budget.

Prepared by: Bijal Patel
Memo No. 3264
BART Silicon Valley – Phase 1 Berryessa Extension
SVBX Property Acquisition Staff Report

INTRODUCTION

This staff report is submitted for review by the Board of Directors prior to the recommended adoption of resolutions of necessity for the acquisition of property for the BART Silicon Valley Berryessa Extension (SVBX) Project.

For each of the property interests to be acquired, a resolution of necessity must be adopted prior to the commencement of eminent domain proceedings. (Code of Civil Procedure Section 1245.220.) The statutory requirement that a public entity adopt a resolution of necessity before initiating a condemnation action “is designed to ensure that public entities will verify and confirm the validity of their intended use of the power of eminent domain prior to the application of that power in any one particular instance.” San Bernardino County Flood Control Dist. v. Grabowski (1988) 205 Cal.App.3d 885, 897.

Thus, a resolution of necessity must contain a general statement of the public use for which the property is to be taken, a reference to the statute authorizing the exercise of eminent domain, a description of the property, and a declaration stating that each of the following have been found and determined by the Board to be the case:

1. The public interest and necessity require the proposed project;
2. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
3. The property described in the resolution is necessary for the proposed project; and,
4. That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence.

(Code of Civil Procedure Section 1245.230.)

Also, for those parcels to be acquired as public service public utility easements, the resolution of necessity will state that such property is being acquired pursuant to the provisions of Code of Civil Procedure Sections 1240.320, 1240.330, and 1240.350, as substitute property necessary for acquisition or exchange with regard to affected public utilities, for relocation of such utilities, or to provide utility service to the remaining property, as the case may be. For such property, the Board will be further finding and determining that the taking of said substitute property is necessary for each of the purposes specified in Sections 1240.320, 1240.330, and 1240.350.

Further, insofar as any of the property to be acquired has heretofore been dedicated to public use, the resolution of necessity will find that the acquisition of such property by VTA for the Project is for a more necessary public use to which the property has already been appropriated or is a compatible public use pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

This report provides data and information addressing each of these items. Section 1 generally
describes the public use for which the property is to be taken and sets forth the statutory authority for VTA’s exercise of eminent domain. Sections 3, 4, and 5 provide facts pertinent to public interest and necessity (Finding #1) and the planning and location of the SVBX Project (Finding #2). Section 6 also contains a property data sheet and other material discussing the necessity for acquiring the specific property interests that are the subject of the resolutions of necessity (Finding #3; PSE’s; more necessary or compatible public use). Section 2 provides information concerning the offers made to the property owners pursuant to Government Code Section 7267.2 (Finding #4).

This evidentiary factual record will assist the Board in determining whether the requirements of Section 1245.230 have been met, and whether the other findings specified above, as applicable, can be made. If the Board determines that all requirements have been met, and that all findings can be made, it is recommended that the Board adopt resolutions of necessity for each of the parcels listed on the Board Meeting Agenda. The resolutions of necessity scheduled to be heard by the Board are attached to this staff report.

SECTION 1

GENERAL STATEMENT OF PUBLIC USE

Each of the parcels of property that are the subject of the recommended resolutions of necessity are to be acquired for the construction of the SVBX Project, a 10-mile, two-station, first phase of the 16-mile BART Silicon Valley Program.

STATUTORY AUTHORIZATION FOR EXERCISE OF EMINENT DOMAIN

Under its enabling legislation, VTA is authorized to acquire property for mass transit purposes by eminent domain. Public Utilities Code Section 100130, which sets forth the general powers of VTA, provides in pertinent part that: “The district may take by grant, purchase, devise, or lease, or condemn in proceedings under eminent domain, or otherwise acquire, and hold and enjoy, real and personal property of every kind within or without the district necessary to the full or convenient exercise of its powers”. One of the main functions of VTA is to provide transit service. (Public Utilities Code Sections 100160, 100161.)

Public Utilities Code Section 100131 provides further authority for the taking of property by VTA through eminent domain. It states in pertinent part that: “The district may exercise the right of eminent domain to take any property necessary or convenient to the exercise of the powers granted in this part.”

In addition, the Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., gives entities authorized by statute the right to use eminent domain to acquire property for public use, and specifies the procedures for the exercise of that right.
SECTION 2

GOVERNMENT CODE OFFERS

The owners of the properties that are the subject of the resolutions were made an offer by VTA for the purchase of the property unless they could not be located with reasonable diligence as required by Government Code Section 7267.2. Sections 7267.2(a), (b) and (c) state that:

(a) (1) Prior to adopting a resolution of necessity pursuant to Section 1245.230 of the Code of Civil Procedure and initiating negotiations for the acquisition of real property, the public entity shall establish an amount that it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established, unless the owner cannot be located with reasonable diligence. The offer may be conditioned upon the legislative body’s ratification of the offer by execution of a contract of acquisition or adoption of a resolution of necessity or both. The amount shall not be less than the public entity’s approved appraisal of the fair market value of the property. Any increase or decrease in the fair market value of real property to be acquired prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for the improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant, shall be disregarded in determining the compensation for the real property.

(2) At the time of making the offer described in paragraph (1), the public entity shall provide the property owner with an informational pamphlet detailing the process of eminent domain and the property owner’s rights under the Eminent Domain Law.

(b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:

(1) The date of valuation, highest and best use, and applicable zoning of property.

(2) The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.

(3) If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative
explanation supporting the compensation, including any offsetting benefits.

(c) Where the property involved is owner-occupied residential property and contains no more than four residential units, the homeowner shall, upon request, be allowed to review a copy of the appraisal upon which the offer is based. The public entity may, but is not required to, satisfy the written statement, summary, and review requirements of this section by providing the owner a copy of the appraisal on which the offer is based.

Each property owner that could be located after reasonable diligence was presented with a written offer in an amount not less than the approved appraisal for the property, and a statement and summary of the basis of the offer, comprised of an Appraisal Summary Sheet and a summary of comparable sales used in the appraisal. The Appraisal Summary Sheets provided the following information: name of owner; property address; parcel and APN number; locale; applicable zoning; date of valuation, present use; highest and best use; total property area; area to be acquired; type of interest to be acquired; improvements and access impacted; damages incurred and, as appropriate, separately stated with calculations and narrative explanation; total payment; and a description of the market value, reproduction or replacement cost analysis, or capitalization analysis, used to determine just compensation. The summary of comparable sales described the location, date of sale and sales price of properties used in the appraisal process. The date that the offer was made to each of the property owners is specified on the Property Fact Sheets contained in Section 6 of this report.

SECTION 3

SVBX PROJECT OVERVIEW, PURPOSE AND NEED

Project Description

BART Silicon Valley is an extension of the existing BART regional heavy rail system to Milpitas, San Jose and Santa Clara. The 16-mile BART Silicon Valley Program will be delivered through a phased approach.

The Silicon Valley Berryessa Extension (SVBX) Project is a 10-mile, two-station, first phase of BART Silicon Valley. SVBX is being implemented in cooperation with the Federal Transit Administration’s (FTA) New Starts Program, and will be a fully operable extension of the existing BART system with service to the cities of Milpitas and San Jose in Santa Clara County.

This extension of the BART system will begin south of the future BART Warm Springs Station in Fremont and proceed on the WP Milpitas Corridor purchased by VTA from the Union Pacific Railroad in 2002, through Milpitas, and end in the Berryessa area of north San Jose at Las Plumas Avenue. Engineering on the project is advancing, and full construction activities are scheduled to begin in 2012.
The two SVBX stations will feature:

- Parking structures
- Bus transit centers
- Bike and pedestrian connections
- Convenient access to BART System:
  - Half-mile walk for nearly 30,000 residents
  - Less than 12-minute bike ride for 260,000
  - 15-minutes via public transit or automobiles for more than 1,007,000 local residents

**Purpose of the Project**

The project is intended to achieve the following objectives:

- Improve public transit service and increase ridership in this severely, and ever-increasing, congested corridor by providing expanded transit capacity and faster, convenient access to and from major Santa Clara County employment and activity centers for corridor residents and residents from throughout the Bay Area and portions of the Central Valley of California.

- Enhance regional connectivity by expanding and interconnecting BART rapid transit service with VTA light rail, Amtrak, ACE, Caltrain, and VTA bus services in Santa Clara County; improve intermodal transit hubs where rail, bus, auto, bicycle and pedestrian links meet.

- Expand transportation solutions that will be instrumental in maintaining the economic vitality and continuing development of Silicon Valley.

- Improve mobility options to employment, education, medical, and retail centers for corridor residents, in particular low-income, youth, elderly, disabled, and ethnic minority populations.

- Improve regional air quality by reducing auto emissions.

- Support local and regional land use plans and facilitate corridor cities’ efforts to direct business and residential investments in transit oriented development. More efficient growth and sustainable development patterns are necessary to reduce impacts to the local and global environmental, such as adverse climate change.

Improved transit in the BART Silicon Valley Corridor is consistent with the goals established in prior corridor studies and responds to the long-range Valley Transportation Plan 2035 (VTP 2035), adopted by VTA in January 2009. The primary goal of the long-range plan is to provide transportation facilities and services that support and enhance Santa Clara County’s high quality of life and vibrant economy.
Need for the Project

The SVBX Project is critical to improving mobility between the East Bay and South Bay regions of the San Francisco Bay Area, as well as between eastern Santa Clara County and San Francisco. The project corridor, including the 1-880 and 1-680 freeways, is already very congested, with roadway conditions projected to steadily worsen as Santa Clara County and the greater Bay Area continue to grow. Travelers on the roadway network experience excessive delays currently and can expect delays on the typical weekday to increase in the absence of the proposed improvements.

SVBX is the initial segment of a planned BART extension to downtown San Jose and Santa Clara. The full extension will complete a major link in a regional high-speed, high capacity transit network that will circle lower San Francisco Bay. Regional connectivity is important to the future of Silicon Valley, the high-technology and venture capital center of the nation and a major provider of biotechnology products and services.

BART is the only modal alternative that produces a better balance between transit and auto modes; significantly facilitates transit-oriented development; and moves large numbers of commuters and discretionary travelers alike quickly and reliably. Other transportation improvement alternatives to the proposed project are not adequate for addressing current and future needs. Transportation system management/baseline improvements in the form of expanded express bus services and preferential treatments for transit do not reduce travel time delays significantly. Although increased higher density, mixed-use developments around light rail stations would increase the viability of a light rail option, it is oriented to intra-county travel. Frequent station stops and at-grade running tend to slow travel speeds, and train capacity will become constrained by the maximum allowable three-car train consists. Existing commuter rail services in the corridor are also capacity constrained due to the limited service frequencies that remain when sharing trackage with freight trains. No other transit modes can match the regional connectivity provided by a BART extension and therefore they perform poorly in accommodating the rapid growth of regional travel in the San Francisco Bay Area.

SECTION 4

PROJECT PLANNING AND IMPLEMENTATION

Alternatives Analysis

A BART extension was selected as the Locally Preferred Alternative (LPA) following completion of the Major Investment Study (MIS)/Alternatives Analysis (MIS/AA) in November 2001. The study evaluated 11 alternatives for the Silicon Valley Rapid Transit Corridor, representing various modes of travel including express bus, bus rapid transit, commuter rail, diesel and electric light rail, and BART. The LPA was chosen after an extensive review process, including technical analysis, 12 public meetings, and more than 15 Community Working Group meetings.

In October 2001, the PAB voted unanimously to recommend to the VTA Board that the BART on the UPRR Alignment alternative be carried forward into the EIS/EIR phase along with the
FTA-required Baseline Alternative. Since the VTA-BART property negotiations were still unresolved at the time, the PAB also recommended carrying forward a BART-Compatible alternative.

On November 9, 2001, the VTA Board unanimously selected BART on the UPRR Alignment as the Preferred Investment Strategy for the Silicon Valley Rapid Transit Corridor, citing its overall ranking of “High” in comparison to the other alternatives. The Board instructed that, in addition to the BART Alternative, the Baseline (Expanded Bus) Alternative be carried forward into the environmental compliance phase to fulfill FTA project development guidelines. The Board also approved an agreement with BART to identify the terms and conditions for implementing the Preferred Investment Strategy in concert with BART. On November 12, 2001, the BART Board also adopted the terms and conditions for the agreement.

When compared with the other alternatives, the BART Alternative offered:

- Fastest travel times to passenger destinations
- Highest ridership projections
- Greatest congestion relief
- Best access to jobs, education, medical, retail and entertainment centers throughout the Bay Area
- Regional connectivity with no transfers to the BART system
- Opportunities for transit-oriented development in conjunction with local land use planning efforts.

Station Area Planning

Station area planning for the new BART stations is an important element of the SVBX Project. VTA is working with the cities and stakeholders to develop transit-supportive station campuses, access, circulation, and land uses in the station areas that would increase transit ridership, create vibrant communities, ease the housing shortage, and promote multi-modal access to and from the stations.

The City of Milpitas has adopted a specific plan for the area surrounding the proposed BART Milpitas Station. The Milpitas Transit Sub Area Specific Plan, as adopted by the Milpitas City Council, would create mixed land uses near two VTA LRT stations and the future Milpitas BART station at Montague Expressway and Piper Drive.

Station area land use plans are guided, in part, by the Metropolitan Transportation Commission (MTC) Regional Transit Expansion Program policy, Resolution 3434, which includes provisions for transit-oriented development within a half-mile radius of transit stations.

Project Funding

The total SVBX Project cost is estimated at approximately $2.1 billion based on most current engineering cost estimates for project construction. Funding for the SVBX Project will come through multiple revenue streams including the 2000 Measure A, 1/2 cent sales tax and other
local sources, the State of California and its Traffic Congestion Relief Program (TCRP), and federal grants including the New Starts Program.

SVBX has advanced into the Federal Transit Administration’s (FTA) New Starts Program Final Design phase. Final Design is the last step in the federal program required to qualify for funding. VTA is requesting $900 million in FTA New Starts funding and is scheduled to submit documentation identified for federal funding to FTA in June 2011. Further, in his annual budget to Congress, the President in February 2011 recommended $130 million for SVBX from federal grants.

Entering into Final Design allows VTA to complete the project’s design and purchase long-lead time materials such as rails, ties and other specialized equipment. Securing the federal money is anticipated early next year through the execution of a Full Funding Grant Agreement (FFGA). The FFGA is the multi-year contractual agreement between the FTA and VTA that will formally define the project scope, cost and schedule, and establish the terms of the $900 million in federal financial assistance.

Engineering design

The engineering and design of BART Silicon Valley is developed in various phases of project development in conjunction with the environmental process. Engineering phases include Conceptual Engineering (10% design), Preliminary Engineering (35% design), 65% design, and Final Engineering (100% design). These design phases represent a progression of engineering throughout project development.

Conceptual Engineering and Preliminary Engineering (PE) phases occur during the development of draft and final environmental documents, and together are generally referred to as the PE phase. The 65% design phase allows for a further refinement to project definition and the design of the facilities and systems.

In December 2006, the technical PE phase was completed. The 65% Engineering phase was completed in December 2008. Said engineering designs are hereby incorporated herein by reference. Final design will advance the project development to 100% completion following the selection of a Design-Build contractor as discussed in the section below.

Design-Build Contract Procurement

In May 2010, the VTA Board of Directors authorized VTA’s General Manager to pursue Design-Build as the delivery method for SVBX. The Design-Build method of project delivery involves selecting a contractor to perform both final design and construction under a single contract. Analysis of Design-Build as the delivery method for the project versus the traditional design, bid, build showed potential cost savings of $75 million, a 6 month acceleration of project delivery and reduced risks to VTA. This is VTA’s first Design-Build contract.

VTA issued the Request for Proposals (RFP) for the C700 Line, Track, Stations, and Systems (LTSS) contract in March 2011 to pre-qualified teams. The pre-qualified teams are KSG Constructors, Skanska-Shimmick-Herzog, Tutor Perini and Parsons SVBX, and
Walsh/Flatiron/Comstock. Responses to the RFP are anticipated to be submitted in August 2011, with evaluation occurring in September and October. Board authorization to award the C700 contract is anticipated to occur in November 2011.

SECTION 5

ENVIRONMENTAL CLEARANCE AND REVIEW

Environmental Clearance

The Berryessa Extension Project is defined in the BART Silicon Valley Final Environmental Impact Statement (2010). FTA, in coordination with VTA, circulated an Environmental Impact Statement in accordance with the National Environmental Policy Act (NEPA) in 2009. The Final Environmental Impact Statement was released in March 2010. A Record of Decision was issued in June 2010.

VTA released a Draft Second Supplemental Environmental Impact Report (SEIR) in November 2010 to address proposed project changes since the certification of the last environmental document in 2007 under the California Environmental Quality Act (CEQA). The Final Second SEIR was circulated to the public in February 2011 and certified at the March 2011 VTA Board of Directors meeting.

Environmental Review Summary

Environmental impacts were discussed in detail in the following California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents prepared during the planning and environmental review phases of the Project. Said documents are incorporated by reference herein. Many of these documents, and other information concerning the Project, are available through the VTA website, vta.org.

- Major Investment Study Final Report, November 2001 (NEPA)
- 2004 Final Environmental Impact Statement (NEPA)
- 2007 Draft Supplemental Environmental Impact Report (CEQA)
- 2007 Final Supplemental Environmental Impact Report (CEQA)
- 2009 Draft Environmental Impact Statement (NEPA)
- 2010 Final Environmental Impact Statement (NEPA)
- 2010 Draft Second Supplemental Environmental Impact Report (CEQA)
- 2011 Final Second Supplemental Environmental Impact Report (CEQA)
SECTION 6

SPECIFIC PROPERTY ACQUISITIONS

Detailed property fact sheets and pictures of the parcels required for this Project follow. Overall property requirements and project related costs have been minimized as much as possible. An offer was made to the owner of property identified as B2313 on or about May 14, 2011, said offer package incorporated herein by reference. On August 12, 2011, a Notice of Intention to Adopt Resolution of Necessity, incorporated herein by reference, was sent to the owner of property identified as B2313.
The subject property is located at 1610, 1620, 1630, 1640, 1650 Berryessa Road in San Jose and is under the ownership of San Jose V Investors, LLC, a Delaware limited liability company. The property is improved with five multi-tenant masonry buildings, totaling 397,001 square feet.

The property is required to build key elements of the Berryessa station campus, including the station plaza, bus transit center, station parking and police facility. The property is also necessary for Berryessa Station Way, a new roadway which will be the station’s main point of access from both Berryessa and Mabury Roads. The property is also needed for the reconstruction of Upper Penitencia Creek, which currently lacks the capacity for conveying a 100-year flood. Should such a flood occur, it would inundate the Berryessa BART Station and adjacent properties. The creek improvements implemented by VTA will also provide mitigation for impacts applicable to the entire Berryessa Extension Project, including impacts occurring in wetland areas in other parts of the corridor. This mitigation is required by agencies, including the U.S. Army Corps of Engineers, California Department of Fish and Game, and the San Francisco Regional Water Quality Control Board.
BART SILICON VALLEY BERRYESSA EXTENSION PROJECT

PROPERTY FACT SHEET – B3607

Owner: Unknown

Location: Within Upper Penitencia Creek located adjacent to the VTA corridor and southeast of the southeast boundary line of Berryessa Road.

Present use: None

Area to be acquired:Fee- 58 square feet
Utility easement- 284 square feet
Utility easement- 283 square feet

Date of offer: No offer made due to inability to locate owner after reasonable diligence

The subject property is located within Upper Penitencia Creek located adjacent to the VTA corridor and southeast of the southeast boundary line of Berryessa Road in San Jose. The title company would not issue title insurance with respect to this parcel and therefore VTA could not obtain a preliminary title report, identifying the owner of the property. VTA researched the ownership of this parcel and similarly was unable to identify an owner.

The utility easements are needed in order to relocate the Chevron pipeline and the MCI/Verizon facilities. The fee interest is required to construct a walkway for the aerial structure of the BART guideway.
**BART SILICON VALLEY BERRYESSA EXTENSION PROJECT**

**PROPERTY FACT SHEET – B2220A**

| **Owner:** | Heirs and/or devisees of Tito de la Rosa |
| **Property Address:** | Adjacent to the UPPR corridor and in a southerly direction from State Highway 237 |
| **Locale:** | Milpitas, CA |
| **Zoning:** | Planned Development Commercial (PDC 80290) |
| **Present Use:** | Railroad corridor |
| **Total Property Area:** | 7,928 Sq. Ft. (0.1820 acres) |
| **Area to be Acquired:** | Ingress/egress easement- 4069 sq.ft. |
| **Improvements to be acquired:** | None |
| **Date of Offer:** | Unable to locate owners after reasonable diligence. Last known owner acquired property on May 25, 1865. |

The subject property is a portion of former Industrial Avenue. This road was formerly called Calaveras Road. The last owner of record was Tito L. de la Roza. In 1978, the City of Milpitas abandoned the public’s right to utilize a portion of Industrial Way.

A 4069 square foot ingress/egress easement is needed for BART to access the guideway and for third party utilities to access their facilities within the guideway.
## BART SILICON VALLEY BERRYESSA EXTENSION PROJECT

### PROPERTY FACT SHEET – B2553

| **Owner:** | The heirs or devisees of Anna Catherine Vennum, Deceased, subject to the administration of the Estate of said Decedent. |
| **Property Address:** | Southeast corner of Hostetter Road |
| **Locale:** | San Jose, CA |
| **Zoning:** | Agricultural |
| **Present Use:** | Railroad corridor |
| **Total Property Area:** | 62,978 sq.ft. |
| **Area to be Acquired:** | Fee- 62,978 sq.ft. |
| **Improvements to be acquired:** | None |
| **Date of Offer:** | Unable to locate owners after reasonable diligence. Last known owner acquired property on June 17, 1911. |

Western Pacific Railroad Company (now Union Pacific Railroad Company “UPRR”) condemned this property for a right of way easement on February 11, 1921. UPPR subsequently conveyed their interest to VTA on December 11, 2002. A fee interest in this property is needed for a traction power substation, which will be one of several sites throughout the corridor that provides traction power to BART vehicles.
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the BART Silicon Valley Berryessa Extension Project (the “Project”) is being undertaken for the purpose of easing traffic congestion, improving area-wide mobility, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” (B2313), attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. A full fee interest in the property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2, or the offer has not been made because the owner cannot be located with reasonable diligence.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by VTA.

6. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

7. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A”, and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ______________________   ______________________________________

SANDRA WEYMOUTH, Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________
KEVIN D. ALLMAND
General Counsel
LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Lots 1, 2, 3, 4 and 5, as shown on that certain Map entitled, "TRACT NO. 7480, SAN JOSE, CALIFORNIA", filed in the Office of the Recorder of the County of Santa Clara, State of California on February 27, 1984 in Book 525 of Maps, at page(s) 12 and 13.


PARCEL TWO:

A non-exclusive easement for sanitary sewer purposes on, across, under and over the following described parcel of land:

Being a portion of that parcel of land described as Parcel One (1.065 acres of land, more or less) in that certain Grant Deed to Santa Clara Valley Water District, a public corporation, from Lincoln Property Company, No. 334 Ltd., A California Limited Partnership, recorded December 21, 1981, in Book GS12 at Page 157, Series No. 7241597, in the Official Records of Santa Clara County, State of California; also being a portion of that certain parcel of land described in that Grant Deed recorded December 19, 1979, in Book F 27 at Page 706, in the Official Records of the County of Santa Clara, State of California, said parcel being shown as a 14.701+ acre parcel on that certain Record of Survey recorded April 3, 1979 in Book 438 of Maps, at Page 20, Santa Clara County Records, State of California, said parcel also being a portion of 500-acre Lot No. 28 of Pueblo Lands of the City of San Jose; said portion being more particularly described as follows:

Being a strip of land of uniform width of 15.00 feet by perpendicular measurement, the perimeter of which is described as follows:

Beginning at the most Westerly corner of said 14.701+ acre parcel and said Parcel One; Thence Northeasterly from said Point of Beginning and along the Northwesterly line of aforesaid parcels N. 45° 34' 58" E. 3.51 feet to a point on said line, said point being the True Point of Beginning of the parcel being described; Thence continuing Northeasterly from said True Point of Beginning and along last said line N. 45° 34' 58" E. 15.00 feet to a point on said line; Thence Southwesterly from last said point, perpendicular to last said line S. 44° 25' 02" E. 70.00 feet to a point on the Southwesterly line of aforesaid Parcel One (1.065 acres of land, more or less); Thence Southwesterly from last said point, perpendicular to last called course, and along last said line S. 45° 34' 58" W. 15.00 feet to a point on said line; Thence Northeasterly from last said point and line, and perpendicular to last called course, N. 44° 25' 02" W. 70.00 feet returning to the True Point of Beginning of this description as it lies on aforesaid Northwesterly line of said 14.701+ acre parcel and said Parcel One.

APN: 254-17-066, 254-17-067, 254-17-068, 254-17-069, 254-17-070
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the BART Silicon Valley Berryessa Extension Project (the “Project”) is being undertaken for the purpose of easing traffic congestion, improving area-wide mobility, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire a fee interest in certain property more particularly described in Exhibit “A” (B3607-1) an underground utility easement in certain property more particularly described in Exhibit “B” (B3607-2) and an underground utility easement in certain property more particularly described in Exhibit “C” (B3607-3), said Exhibits attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. A fee interest in property described in Exhibit “A,” a utility easement in property described in Exhibit “B,” and a utility easement in property described in Exhibit “C” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2, or the offer has not been made because the owner cannot be located with reasonable diligence.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by VTA.

6. The parcels described in Exhibits “B” and “C” as utility easements are being acquired in whole or in part pursuant to the provisions of Code of Civil Procedure Sections 1240.320, 1240.330, and 1240.350, as the case may be, as substitute property necessary for either the relocation of public utility facilities or to provide utility service to the remainder property. It is further found and determined that the taking of said substitute property is necessary for the purpose specified in Sections 1240.320, 1240.330, and/or 1240.350.

7. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

8. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire a fee interest in property described in Exhibit “A”, an underground utility easement in property described in Exhibit “B,” and an underground utility easement in particularly described in Exhibit “C”, and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:

MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the
Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ______________________  ______________________________________

SANDRA WEYMOUTH, Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________
KEVIN D. ALLMAND
General Counsel
EXHIBIT "A"

Parcel B3607-1
2/17/2011
FEE

LEGAL DESCRIPTION
APN NONE

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of Penitencia Creek, as said Creek is shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION" filed December 7, 2007 in Book 821 of Maps at Pages 1 through 51 inclusive, Official Records of said County described as follows:

BEGINNING at the intersection of the northerly line of Parcel Two, as said Parcel is described in the Grant Deed to Bumb and Associates recorded March 27, 2002 under Recorder's Series No. 16181196, Official Records of said County with the westerly line of Parcel 41, as said Parcel is shown on said map entitled "RECORD OF SURVEY VTA-BART EXTENSION";

1. Thence South 45°56'38" West 2.37 feet along said northerly line of Parcel Two;
2. Thence leaving last said line, North 14°06'06" West 28.45 feet to the southerly line of Berryessa Road, as shown on said map entitled "RECORD OF SURVEY VTA-BART EXTENSION;"
3. Thence North 45°35'35" East 2.31 feet along said southerly line to the westerly line of that certain parcel designated as BERRYESSA ROAD AND PENITENCIA CREEK, as said parcel is described in the Quitclaim Deed to Santa Clara Valley Transportation Authority recorded December 11, 2002 under Recorder's Series No. 15676058, Official Records of said County;
4. Thence leaving last said line, South 14°13'07" East 28.44 feet along last said line to the POINT OF BEGINNING.

Containing 58 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

[Signature]
Dan S. Scott III, PLS 7840
My License Expires on 12/31/2012
EXHIBIT “B”

UTILITY EASEMENT

A nonexclusive easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement more particularly described in Exhibit 1, attached hereto (“Easement”) and as follows.

1. **Easement Rights**

   Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove (collectively and singly, “Operation”) underground communications conduits and fiber optic cables (“Fiber System”). Said Fiber System shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said Fiber System, including, but not limited to, manholes, pull boxes, splice boxes, conduit markers, and cathodic protection equipment. Said Fiber System, facilities, and appurtenances are hereinafter collectively referred to as “Fiber System Facilities.”

   Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Fiber System Facilities or the nonuse of the rights granted herein for any period of time.

2. **Right of Ingress and Egress**

   This Easement shall carry with it the right of ingress and egress to, from, over and across the Grantor’s property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Grantor’s property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee’s rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

   For such purpose, Grantee shall have a preferred unrestricted ingress/egress route of adequate size and location (at least 10 feet wide with access to roadways or adjoining easement areas) to, from, over and across the adjoining land. “Unrestricted” means that Grantee must have the right to ingress/egress in emergency situations as well as with advance notice to Grantor. The preferred ingress/egress route can be moved upon mutual agreement of the parties.

3. **Responsibility for Expenses/Costs**

   The Operation of Grantee’s Fiber System Facilities shall be at Grantee’s sole cost and expense, except as set forth in Section 4 (Relocation), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor’s agents, invitees, employees, or contractors.
4. **Relocation**  
Should Grantor, or any third party, including, but not limited to, any governmental entity, at any future date, reasonably desire that Grantee relocate any portion of the Fiber System Facilities, which shall include, but not be limited to, a lowering of the Fiber System Facilities, and including any additional Fiber System Facilities added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor or such third party, including all liability arising out of or resulting from such relocation. A new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor shall provide Grantee with a minimum of 180 days’ written notice of its desire to have Grantee relocate its Fiber System Facilities.

5. **Additional Fiber System Facilities**  
This Easement provides Grantee with the right to lay additional underground conduits of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor prevailing fair market value for the right to add each additional underground conduit and its appurtenant facilities installed after the initial underground conduit.

6. **Damages**  
Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee’s usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement as prohibited under Section 7 (**Keep Easement Area Clear**).

7. **Keep Easement Area Clear and No Impairment by Grantor**  
Grantor shall not build, erect, or create a structure or improvement within the Easement or permit the building, erection, or creation thereof. “Improvement” includes drainage or septic systems and their leach fields, water wells, yard lighting, or any other similar temporary or permanent surface or subsurface improvement. Exceptions may be allowed on a case-by-case basis for improvements with prior written consent from Grantee. Consent will be conditioned upon Grantor reimbursing Grantee for work required to repair a surface improvement if Grantee damages it performing Fiber System Facility maintenance or exercising any other easement right.

No trees or deep-rooted vegetation shall be planted in the Easement. No vegetation may be planted obstructing Fiber System Facility markers or signage.

Grantor shall not in any way impair, interfere with, excavate, create any dumps or mounds, or change the grade of the Easement without prior written consent of Grantee.

Grantor shall not build, erect, or create a structure, fence, wall, or obstruction adjacent to the Easement which would prevent complete and unimpaired surface access to the Easement, or permit the building, erection, or creation thereof.
8. **Facility Ownership**
The Fiber System Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

9. **Assignment**
This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor.
EXHIBIT 1

LEGAL DESCRIPTION
APN NONE

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of Penitencia Creek, as said Creek is shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION" filed December 7, 2007 in Book 821 of Maps at Pages 1 through 51 inclusive, Official Records of said County described as follows:

COMMENCING at the intersection of the northerly line of Parcel Two, as said Parcel is described in the Grant Deed to Bumb and Associates recorded March 27, 2002 under Recorder’s Series No. 16181196, Official Records of said County with the westerly line of Parcel 41, as said Parcel is shown on said map entitled "RECORD OF SURVEY VTA-BART EXTENSION";

1. Thence South 45°56’38" West 12.86 feet along said northerly line of Parcel Two to the TRUE POINT OF BEGINNING;
2. Thence continuing along said northerly line South 45°56’38" West 11.55 feet;
3. Thence leaving last said line, North 14°02’51" West 28.31 feet to the southerly line of Berryessa Road, as shown on said map entitled "RECORD OF SURVEY VTA-BART EXTENSION;"
4. Thence North 45°35’35" East 11.59 feet along said southerly line;
5. Thence leaving last said line, South 14°02’51" East 28.40 feet to the TRUE POINT OF BEGINNING.

Containing 284 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1996.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

[Signature]
Feb 17 2011

Dan S. Scott, II PL 7840
My License Expires on 12/31/2012
LEGGEND
POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING
SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SCVWD = SANTA CLARA VALLEY WATER DISTRICT

ALL BEARINGS AND DISTANCES SHOWN ON THIS EXHIBIT ARE
BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83).
ZONE III, EPOCH 1998.5, ALL DISTANCES SHOWN ON THIS EXHIBIT
ARE GROUND DISTANCES. TO CONVERT GROUND DISTANCES TO GROUND
DISTANCES, MULTIPLY EXPRESSED DISTANCES BY 1.00005333.

Scale: 1" = 20'   Plat to Accompany Legal Description
Date: Feb. 17, 2011   CITY OF SAN JOSE, COUNTY OF SANTA CLARA
APN: NONE   STATE OF CALIFORNIA

254-17-053
BUMB AND ASSOCIATES
PARCEL TWO
DOC No. 16181196

254-17-057
SCVTA, PARCEL 41
ROS 2076, 821 M 1

254-17-008 SCVWD

SCEVTA, DOC No. 16676658
EXHIBIT “C”

UTILITY EASEMENT

A nonexclusive pipeline easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit 1, attached hereto (“Easement”) and as follows.

10. **Easement Rights**
Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove pipelines (“Operation”) for transporting petroleum or petroleum products, including but not limited to gasoline, natural gas, liquefied petroleum gas, and crude oil, or for other uses including but not limited to telephone lines, fiber optics, electrical cable, and water. Said pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said pipelines, including, but not limited to, valves, fittings, metering equipment, pipeline markers, electrical cable, and cathodic protection equipment. Said pipelines, facilities, and appurtenances are hereinafter collectively referred to as “Pipeline Facilities.”

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all pipeline(s) or the nonuse of the rights granted herein for any period of time.

11. **Right of Ingress and Egress**
This Easement shall carry with it the right of ingress and egress to, from, over and across the Grantor’s property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of Grantor’s property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee’s rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

For such purpose, Grantee shall have a preferred unrestricted ingress/egress route of adequate size and location (at least 10 feet wide with access to roadways or adjoining easement areas) to, from, over and across the adjoining land. "Unrestricted" means that Grantee must have the right to ingress/egress in emergency situations as well as with advance notice to Grantor. The preferred ingress/egress route can be moved upon mutual agreement of the parties.

12. **Responsibility for Expenses/Costs**
The Operation of Grantee’s Pipeline Facilities shall be at Grantee’s sole cost and expense, except as set forth in Section 4 (Relocation), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor’s agents, invitees, employees, or contractors.
13. **Relocation**  
Should Grantor, at any future date, reasonably desire that Grantee relocate any portion of the Pipeline Facilities, which shall include but not be limited to a lowering of the Pipeline Facilities, and including any additional pipelines added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor, including all liability arising out of or resulting from such relocation. A new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor shall provide Grantee with a minimum of 180 days notice of its desire to have Grantee relocate its Pipeline Facilities.

14. **Additional Pipelines**  
This Easement provides Grantee with the right to lay additional pipelines of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor the same consideration as above expressed for each additional pipeline and its appurtenant facilities installed after the initial pipeline.

15. **Damages**  
Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee’s usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement as prohibited under Section 7 (Keep Easement Area Clear).

16. **Keep Easement Area Clear and No Impairment by Grantor**  
Grantor shall not build, erect, or create a structure or improvement within the pipeline easement or permit the building, erection, or creation thereof. "Improvement" includes roads, driveways, paved lots, sidewalks, curbs, drainage or septic systems and their leach fields, water wells, yard lighting, or any other temporary or permanent surface or subsurface improvement. Exceptions may be allowed on a case-by-case basis for roadways or other surface improvements with prior written consent from Chevron. Consent will be conditioned upon landowner reimbursing Chevron for work required to repair a surface improvement if Chevron damages it performing pipeline maintenance or exercising any other easement right.

No shrubbery or shielding shall be installed which would impair aerial observation of the pipeline easement. No trees or deep-rooted vegetation shall be planted in the pipeline easement. No vegetation may be planted obstructing pipeline markers or signage.

Grantor shall not in any way impair, interfere with, excavate, create any dumps or mounds, or change the grade of the pipeline easement without prior written consent of Chevron.

Grantor shall not build, erect, or create a structure, fence, wall, or obstruction adjacent to the pipeline easement which would prevent complete and unimpaired surface access to the easement, or permit the building, erection, or creation thereof.
17. **Facility Ownership**
   The Pipeline Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

18. **Assignment**
   This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor.
EXHIBIT 1

Parcel B3607-3  
2/17/2011  
UE

LEGAL DESCRIPTION  
APN NONE

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California,  
described as follows:

Being a portion of Penitencia Creek, as said Creek is shown on that certain map entitled "RECORD OF  
SURVEY VTA-BART EXTENSION" filed December 7, 2007 in Book 821 of Maps at Pages 1 through 51  
inclusive, Official Records of said County described as follows:

COMMENCING at the intersection of the northerly line of Parcel Two, as said Parcel is described in the  
Grant Deed to Bumb and Associates recorded March 27, 2002 under Recorder's Series No. 16181196,  
Official Records of said County with the westerly line of Parcel 41, as said Parcel is shown on said map  
entitled "RECORD OF SURVEY VTA-BART EXTENSION";

1. Thence South 45°56'38" West 24.41 feet along said northerly line of Parcel Two to the TRUE  
POINT OF BEGINNING;

2. Thence continuing along said northerly line South 45°56'38" West 11.55 feet;

3. Thence leaving last said line, North 14°02'51" West 28.23 feet to the southerly line of Berryessa  
Road, as shown on said map entitled "RECORD OF SURVEY VTA-BART EXTENSION;

4. Thence North 45°35'35" East 11.59 feet along said southerly line;

5. Thence leaving last said line, South 14°02'51" East 28.31 feet to the TRUE POINT OF  
BEGINNING.

Containing 283 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land  
Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83),  
Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances,  
multiply expressed distances by 1.00005333.

Dan S. Scott III, PLS 7840  
My License Expires on 12/31/2012
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the BART Silicon Valley Berryessa Extension Project (the “Project”) is being undertaken for the purpose of easing traffic congestion, improving area-wide mobility, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire an ingress and egress easement in certain property more particularly described in Exhibit “A” (B2220A-02), attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. A permanent ingress and egress easement in the property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2, or the offer has not been made because the owner cannot be located with reasonable diligence.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by VTA.
6. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

7. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A” and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:

MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ______________________
SANDRA WEYMOUTH, Secretary
Board of Directors

APPROVED AS TO FORM:

KEVIN D. ALLMAND
General Counsel
EXHIBIT “A”

INGESS AND EGRESS EASEMENT

A permanent, non-exclusive access easement to construct, build, install, repair, reconstruct, and perpetually use, maintain, and operate a vehicular and pedestrian access easement and incidents thereto on, over, across, and through property described in Exhibit 1.
EXHIBIT 1

LEGAL DESCRIPTION
APN: NONE

All that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Being a portion of that certain parcel of land as described in Resolution No. 3007, Order of the City Council of the City of Milpitas Vacating Portions of Industrial Way (Formerly Calaveras Road) recorded April 28, 1978 in Book D631, at Page 595, Official Records of said County, being more particularly described as follows:

BEGINNING at a point distant North 23°00'10" West 21.42 feet from the southwest corner of said parcel described in said Resolution No. 3007; thence

1. North 23°00'10" West 20.22 feet along the westerly line of said parcel described in said Resolution No. 3007; thence leaving said westerly line

2. North 75°28'40" East 171.64 feet to the westerly line of that certain parcel of land designated as Parcel B, as said parcel is shown on that certain map entitled "PARCEL MAP" filed November 18, 1981 in Book 492 of Maps at Page 39, Official Records of said County; thence

3. South 23°00'44" East 20.22 feet along said westerly line of Parcel B; thence leaving said line

4. South 75°28'40" West 118.55 feet; thence

5. South 10°43'42" West 23.43 feet to the northerly line of Parcel 9 as shown on Record of Survey 2076, filed in Volume 821, Maps, Page 1; thence along said northerly line

6. South 75°28'40" West 20.01 feet; thence leaving said line

7. North 39°46'22" West 23.43 feet; thence

8. South 75°28'40" West 13.10 feet to the POINT OF BEGINNING.

Containing 4,069 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

John W. Pettit, PLS 6202
My License Expires 03/31/2012

LICENSED LAND SURVEYOR
SBE #6202
STATE OF CALIFORNIA
RESOLUTION OF NECESSITY DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION OF CERTAIN LAND AND DIRECTING THE FILING OF EMINENT DOMAIN PROCEEDINGS

WHEREAS, the BART Silicon Valley Berryessa Extension Project (the “Project”) is being undertaken for the purpose of easing traffic congestion, improving area-wide mobility, and otherwise furthering the public health, safety and welfare; and

WHEREAS, it is desirable and necessary for the Santa Clara Valley Transportation Authority (“VTA”) to acquire certain property, more particularly described in Exhibit “A” (B2553-01), attached hereto and made a part hereof by this reference, as right of way for the Project and the construction thereof; and

WHEREAS, VTA is authorized to acquire the subject property and exercise the power of eminent domain pursuant to and in accordance with Article 1, Section 19 of the California Constitution, the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 et seq., and Sections 100130 and 100131 of the Public Utilities Code; and

WHEREAS, pursuant to the provisions of Section 1245.235 of the Code of Civil Procedure of the State of California, notice has been duly given to the owner(s) of the property herein, all of whom have been given a reasonable opportunity to appear and be heard before the Board of Directors of VTA at the time and place set forth in said notice, regarding the matters specified therein.

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED as follows:

1. The public interest and necessity require the Project.

2. The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

3. A full fee interest in the property described in Exhibit “A” is necessary for the Project.

4. The offer required by Section 7267.2 of the Government Code, together with the accompanying statement of the amount established as just compensation, has been made to the owner or owners of record, which offer and statement were in a format and contained the information required by Government Code Section 7267.2, or the offer has not been made because the owner cannot be located with reasonable diligence.
5. All conditions and statutory requirements necessary to exercise the power of eminent domain (“the right to take”) to acquire the property described herein have been complied with by VTA.

6. Insofar as the property or the larger parcel of which it is a part has heretofore been appropriated for public use, the proposed use set forth herein will not unreasonably interfere with or impair the continuation of the public use as it exists or may reasonably be expected to exist in the future, and is therefore a compatible public use pursuant to Code of Civil Procedure Section 1240.510, or, as applicable, constitutes a more necessary public use to which the property is appropriated pursuant to Code of Civil Procedure Section 1240.610.

7. General Counsel or General Counsel’s duly authorized designee is hereby authorized and directed to institute and conduct to conclusion eminent domain proceedings to acquire the property described in Exhibit “A”, and to take such actions that counsel deems advisable or necessary in connection therewith, and may deposit the probable amount of compensation and obtain an order for prejudgment possession of the subject property.

PASSED AND ADOPTED by the Santa Clara Valley Transportation Authority Board of Directors on September 1, 2011, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

________________________________________
MARGARET ABE-KOGA, Chairperson
Board of Directors

I HEREBY CERTIFY AND ATTEST that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two-thirds or more of the Board of Directors of the Santa Clara Valley Transportation Authority, California, at a meeting of said Board of Directors on the date indicated, as set forth above.

Dated: ______________________   ______________________________________
SANDRA WEYMOUTH, Secretary
Board of Directors

APPROVED AS TO FORM:

____________________________
KEVIN D. ALLMAND
General Counsel
EXHIBIT "A"

LEGAL DESCRIPTION
APN 245-48-005

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of that certain 12.5 acre of land described in the Grant Deed to Anna Catherine Vennum recorded June 17, 1911 in Book 372 of Deeds at Page 316, said lands also being designated as Parcel 28, as said parcel is shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION" filed December 7, 2007 in Book 821 of Maps at Pages 1 through 51 inclusive, both of Official Records of said County, being more particularly described as follows:

BEGINNING at the northeasterly corner of said Parcel 28:

Thence along the exterior boundary of said Parcel 28 the following six (6) courses;

1. South 14°00'36" East 434.56 feet;
2. South 75°57'33" West 74.79 feet;
3. South 14°02'15" East 57.19 feet;
4. South 38°31'45" West 94.45 feet;
5. North 14°02'15" West 434.50 feet;
6. North 38°33'53" East 188.80 feet to the POINT OF BEGINNING.

Containing 62,978 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00000333.

Dan S. Scott III, PLS 7840
My License Expires on 12/31/2012
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief Administrative Officer, Bill Lopez

SUBJECT: Substance Abuse Professional Services Contract

Policy-Related Action: No
Government Code Section 84308 Applies: Yes

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to execute a contract with Free Life Enterprises for Substance Abuse Professional Services for a three-year term from November 1, 2011 through October 31, 2014, with options for two one-year extensions. The initial contract amount is $250,800; the cost for each one-year extension is $83,600 for a total amount not to exceed $418,000.

BACKGROUND:

The Federal Transit Administration Drug and Alcohol Regulations in Mass Transit require the services of a qualified Substance Abuse Professional (SAP) when a safety sensitive employee violates the Department of Transportation drug and alcohol regulations. Since the inception of VTA’s Substance Abuse Prevention Program in 1995, the services of a qualified SAP have been provided on a contract basis.

The duties of the SAP include making a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use and referring the employee to an appropriate education and/or treatment program. The SAP also provides the employee and the employer with recommendations for continuing education and/or treatment, including follow-up test plans. The fees paid to date on the current five-year contract total $458,000.

DISCUSSION:

A Request for Proposals (RFP) was issued on May 20, 2011. A single firm, Free Life Enterprises, responded with a proposal. This is the only local qualified firm. Other qualified
firms are located in the East Bay and San Francisco areas.

A RFP evaluation committee was appointed consisting of VTA's Substance Abuse Prevention Program Manager, a Contract Administrator, a Senior Human Resources Analyst, a Human Resources Analyst, and one representative each from each of VTA's employee unions: SEIU, ATU; and AFSCME. The committee evaluated the proposal based the firm's technical experience in performing work of this nature, staffing, project organization, demonstrated understanding of the project, cost, and geographical location.

On July 15, 2011, the committee conducted an oral interview with the Free Life Enterprises representative. Based on their performance in both the interview and the proposal process as measured against the selection criteria, Free Life Enterprises was selected as the recommended firm for the contract award. Free Life has provided these services for over 25 years to public and private agencies, and for the last 5 years to VTA. Other key factors in their selection were cost and accessibility of the Substance Abuse Professional facilities. Free Life Enterprises did not request a price increase for their services. This firm has performed satisfactorily for the VTA over the last five years.

The fees for services are based on the type of services provided to an employee. The proposed cost per employee referral, $600, is the same rate that has been in place for the last five years. A price comparison analysis was performed by the Contract Administrator by surveying two similar providers. This analysis indicates that the referral fee charged by Free Life Enterprises is the average fee charged by their local competitors. The estimated cost for Substance Abuse Professional Services over the next five years is $418,000.

ALTERNATIVES:

There are no practical alternatives, as FTA regulations require that employees performing safety-sensitive functions be evaluated for the use of illegal drugs and the misuse of alcohol.

SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

No specific goal has been established for this contract. The contractor has agreed to make every reasonable effort to utilize SBEs in its procurement of ancillary services and products associated with the performance of this contract.

FISCAL IMPACT:

This action will authorize up to $418,000 for Substance Abuse Professional Services over a five year period. Appropriation for the first two years of the contract is included in the FY 12 & FY 13 Adopted VTA Transit Fund Operating Budget. Appropriation for the remaining contract years will be included in subsequent Biennial Budgets.

STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

The Administration and Finance Committee considered this item at the August 18, 2011 meeting attended by Chairperson Kniss, Vice Chairperson Kalra and Board Member Reed.
Chairperson Kniss asked for a discussion on the drug testing aspect of the Substance Abuse Prevention Program. Senior Human Resources Analyst Jacqueline Adams, the Program Manager, described the procedures for Random and Follow-up testing. The Chairperson also inquired as to VTA procedures for safety sensitive employees who are cited for drug and alcohol use while not on the job. Human Resources Manager Robert Escobar advised that the consequences for these issues are covered by VTA policies and procedures, which require self-reporting, but noted that VTA would also be informed of these types of off-duty citations from the DMV database. Chairperson Kniss also asked how many employees need the services of the Substance Abuse Professional. Program Manager Jacquelyn Adams advised the number is around 2% of VTA's employees. Vice Chairperson Kalra commented that a 5 year follow-up testing program is an excellent requirement for monitoring employees with a positive test.

The Committee unanimously recommended that the Board approve the staff recommendation.

Prepared by: Jacquelyn Adams
Memo No. 3148
Attachment A

Substance Abuse Professional Services Contract

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Name</th>
<th>Role</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free Life Enterprises</td>
<td>Roland Williams</td>
<td>Principal</td>
<td>Campbell, CA</td>
</tr>
</tbody>
</table>
Every quarter, the Programmed Projects Quarterly Monitoring Report is presented to PAC, TAC, BPAC, CMPP and the VTA Board of Directors. The objective of the report is to assist VTA staff, the advisory committees, the VTA Board and project sponsors in tracking progress of the projects funded through programming actions of the VTA Board.

The Programmed Projects Quarterly Monitoring Report for April-June 2011 is attached for review. This report provides the latest status on discretionary funded projects. A project summary sheet highlighting status of projects with funds expiring in 2011 is also attached.

The project summary sheet identifies projects in three categories:

- Red - Projects at the risk of losing funds due to delivery difficulties.
- Yellow - Projects that may need extra attention or will risk running into difficulties.
- Green - Projects are progressing smoothly.

Currently, all of the projects with 2011 fund deadlines are progressing smoothly.

The next Programmed Projects Quarterly Monitoring Report will cover the quarter between July-September 2011.

**ADVISORY COMMITTEE DISCUSSION/RECOMMENDATION:**

The Bicycle & Pedestrian Advisory Committee received this item at its August 10, 2011 meeting. The Technical Advisory Committee and Policy Advisory Committee received this item
at their August 11, 2011 meetings. All three committees accepted it as part of their consent calendars.

STANDING COMMITTEE DISCUSSION/RECOMMENDATIONS:

The Congestion Management Program & Planning Committee (CMPP) received this item at its August 19, 2011 meeting and accepted it as part of their consent calendar.

Prepared By: Bill Hough
Memo No. 3150
Red = Project at risk of losing funds due to delivery difficulties.
Yellow = Project may need extra attention or will risk running into difficulties.
Green = Project is progressing smoothly.

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Status</th>
<th>Project Number</th>
<th>Federal-State Funds for 2011</th>
<th>E76 request to Caltrans</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell-Campbell Avenue Portals Bike/Ped Facilities</td>
<td>Green</td>
<td>SCL110028</td>
<td>$424,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Campbell-Winchester Boulevard Streetscape</td>
<td>Green</td>
<td>SCL090047</td>
<td>$1,120,000</td>
<td>02/01/11</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td>City of Santa Clara Street Rehab</td>
<td>Green</td>
<td>SCL110027</td>
<td>$1,163,000</td>
<td>02/01/11</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td>Gilroy-Western Ronan Channel and Lions Creek bike trail</td>
<td>Green</td>
<td>SCL110032</td>
<td>$672,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Gilroy-Wren Ave and Church Street Resurfacing</td>
<td>Green</td>
<td>SCL110026</td>
<td>$614,000</td>
<td>02/01/11</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td>Los Altos-San Antonio Road Microseal</td>
<td>Green</td>
<td>SCL110023</td>
<td>$259,000</td>
<td>02/01/11</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td>San Jose: 2012 Streets Resurfacing and Rehab</td>
<td>Green</td>
<td>SCL110035</td>
<td>$399,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>San Jose-Los Gatos Creek Reach 5 Bridge Crossings</td>
<td>Green</td>
<td>SCL110029</td>
<td>$1,200,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Santa Clara Co: Almaden Expressway Bicycle Signal Detection</td>
<td>Green</td>
<td>SCL110015</td>
<td>$80,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Santa Clara Co: Expressways Pavement Rehab</td>
<td>Green</td>
<td>SCL110013</td>
<td>$44,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Santa Clara Co: Santa Teresa/Hale Rehab</td>
<td>Green</td>
<td>SCL110012</td>
<td>$150,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Saratoga Village Ped Enhancement Phase 2</td>
<td>Green</td>
<td>SCL110017</td>
<td>$134,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Saratoga: Various Streets Pavement Rehabilitation</td>
<td>Green</td>
<td>SCL110020</td>
<td>$500,000</td>
<td>02/01/11</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td>Sunnyvale Downtown Streetscape</td>
<td>Green</td>
<td>SCL090042</td>
<td>$1,500,000</td>
<td>02/01/11</td>
<td>CON funds allocated by CTC on 6/22/2011.</td>
</tr>
<tr>
<td>Sunnyvale: Sunnyvale East Channel New Ped/Bike Corridor</td>
<td>Green</td>
<td>SCL110038</td>
<td>$80,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>VTA: I-880/I-280/Stevens Creek I/C Improvements</td>
<td>Green</td>
<td>SCL070002</td>
<td>$1,000,000</td>
<td>02/01/11</td>
<td>E76 for PE received.</td>
</tr>
</tbody>
</table>
## Programmed Projects Quarterly Monitoring Report
### April-June 2011

<table>
<thead>
<tr>
<th>Sponsor: City of Campbell</th>
<th>Project Title: East Campbell Avenue Master Plan Project (BEP Project)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 5</td>
<td>Project No: SCL070022  East Campbell Ave from Railroad Ave to Union Ave; Reconfiguring intersection, widen the bridge over Los Gatos Creek, install bike lanes where feasible plus landscaping, streetscaping &amp; public art.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>Planning: ARRA $2,160 BTA $270 Local $1,278</td>
</tr>
<tr>
<td></td>
<td>PE/ENV: $712 2007/9 completed</td>
</tr>
<tr>
<td></td>
<td>Right of Way: $0</td>
</tr>
<tr>
<td>Manager Name</td>
<td>Lisa Petersen Design $0 completed</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>E-Mail: <a href="mailto:LisaP@cityofcampbell.com">LisaP@cityofcampbell.com</a></td>
</tr>
<tr>
<td>Fund Source</td>
<td>2007/9 Start 8/21/2009 End 2009 Total $3,708</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor: City of Campbell</th>
<th>Project Title: Winchester Boulevard Streetscape</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 of 5</td>
<td>Project No: SCL090047  In Campbell: Winchester Blvd. from Latimer Ave to Budd Ave; pedestrian enhancements; install landscaped median; install decorative street lights.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>Planning: Local $280 STIP/TE $1120</td>
</tr>
<tr>
<td></td>
<td>PE/ENV: $110 2010 3/10 12/10</td>
</tr>
<tr>
<td></td>
<td>Right of Way: $0</td>
</tr>
<tr>
<td>Manager Name</td>
<td>Fredrick Ho Design $0</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>E-Mail: <a href="mailto:fredh@cityofcampbell.com">fredh@cityofcampbell.com</a></td>
</tr>
<tr>
<td>Fund Source</td>
<td>2010 Start 6/15/2011 E76 Date(Exp./Actual) obliged $1,400</td>
</tr>
<tr>
<td>E-Mail</td>
<td>Last Updated 7/11/2011 Last Invoice</td>
</tr>
</tbody>
</table>

City of Campbell
### Citywide Arterial & Collector Street Rehab

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Fund Source</th>
<th>Manager Name</th>
<th>Phone/Fax</th>
<th>E-Mail</th>
<th>Programmed Year</th>
<th>Current Year</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110021</td>
<td>Perform AC digouts, install AC overlay, apply surface sealing, repair PCC improvements, install ADA curb ramps, perform all other incidental tasks.</td>
<td>Local $172, STP $500</td>
<td>Fred Ho</td>
<td>408-866-2156</td>
<td><a href="mailto:fredh@cityofcampbell.com">fredh@cityofcampbell.com</a></td>
<td>2011</td>
<td>2012</td>
<td>5/12</td>
<td>Submitted TIP amendment to revise project scope and funding amount.</td>
</tr>
</tbody>
</table>

#### Schedule

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Start</th>
<th>End</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$56</td>
<td>2011</td>
<td></td>
<td>complete</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$616</td>
<td>2012</td>
<td>9/12</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Total Funds ($000)</th>
<th>E76 Date(Exp./Actual)</th>
<th>Last Invoice</th>
<th>Last Updated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citywide Arterial &amp; Collector Street Rehab</td>
<td>$672</td>
<td>2/2012</td>
<td>N.A.</td>
<td>6/17/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Total Funds ($000)</th>
<th>E76 Date(Exp./Actual)</th>
<th>Last Invoice</th>
<th>Last Updated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell Avenue Portals Bike/Ped Facilities</td>
<td>$3,000</td>
<td>2/2012</td>
<td>N.A.</td>
<td>6/28/2011</td>
</tr>
<tr>
<td>Sponsor:</td>
<td>City of Campbell</td>
<td>Project Title:</td>
<td>Winchester Blvd Streetscape Phase 2</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>------------------</td>
<td>----------------</td>
<td>-----------------------------------</td>
<td></td>
</tr>
<tr>
<td>Project No</td>
<td>Project Description</td>
<td>Project Phase</td>
<td>Funds ($000)</td>
<td>Schedule</td>
</tr>
<tr>
<td>SCL10039</td>
<td>Provide aesthetic and pedestrian-friendly enhancements to Winchester Blvd.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td>Lisa Petersen</td>
<td>Design</td>
<td>$0</td>
<td>7/2011</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>(408) 866-2190</td>
<td>Construction</td>
<td>$1,770</td>
<td>2012</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:lisap@cityofcampbell.com">lisap@cityofcampbell.com</a></td>
<td>Total</td>
<td>$2,000</td>
<td></td>
</tr>
</tbody>
</table>

Fund Source:
- CMAQ $1,500
- Local $500

Funds Expire: 6/30/2012
<table>
<thead>
<tr>
<th>Sponsor: City of Cupertino</th>
<th>Project Title: Cupertino Various Streets Rehabilitation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
</tr>
<tr>
<td>SCL110022</td>
<td>Pavement rehab at locations along Bubb, McClellan and Wolfe roads in Cupertino.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fund Source**
- Local $74
- STP $500

**Manager Name**
Glenn Goepfert

**Phone/Fax**
408-777-3244

**E-Mail**
glenng@cupertino.org
### Gilroy 6th Street Streetscape West/East

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL070039</td>
<td>On 6th St. btw Eigleberry &amp; Monterey St. and Monterey &amp; Railroad Street; streetscape enhancements including decorative sidewalks, curb bulbouts, pedestrian lighting, banners, shade trees, bike racks &amp; street furniture.</td>
<td>Planning</td>
<td>$0</td>
<td>2008</td>
<td>completed</td>
<td>Under construction-90% complete.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$48</td>
<td>2009</td>
<td>7/10</td>
<td>9/11</td>
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<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
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</tbody>
</table>

**Total**: $1,174

**E76 Date(Exp./Actual)**: 8/31/2010

**Last Updated**: 7/12/2011

**Last Invoice**: 6/27/2011

---

### Wren Ave and Church Street Resurfacing

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110026</td>
<td>Remove and replace roadway pavement, slurry seal, remove curb, gutter &amp; sidewalk to install ADA compliant curb ramps, signing, striping, replace damaged traffic loops, and raise/lower utility rims.</td>
<td>Planning</td>
<td>$0</td>
<td>2011</td>
<td>4/14/2010</td>
<td>E76 for CON received.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$71</td>
<td>2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
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<td></td>
</tr>
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</table>

**Total**: $767

**E76 Date(Exp./Actual)**: 4/14/2010

**Last Updated**: 7/12/2011

**Last Invoice**: N.A.
## New Ronan Channel and Lions Creek Trail

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current Start</th>
<th>End</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$759</td>
<td>2011</td>
<td></td>
<td></td>
<td>E76 for PE received.</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fund Source
- CMAQ §578 (TLC)
- CMAQ §94 (BEP)
- Local $87

### Manager Name
- Don Dey

### Phone/Fax
- 408-846-0451

### E-Mail
- don.dey@ci.gilroy.ca.us

### Sponsor:
- City of Gilroy

### Project Description
- Project will convert existing unpaved creek-side maintenance road closed to the public to a multi-use public trail.

## School Crossings, Sidewalks & Bicycle Lanes

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current Start</th>
<th>End</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$0</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$150</td>
<td>2011</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Fund Source
- Local $241
- STIP-TE $697

### Manager Name
- Don Dey

### Phone/Fax
- 408-846-0451

### E-Mail
- don.dey@ci.gilroy.ca.us

### Sponsor:
- City of Gilroy

### Project Description
- Provide school crossing improvements, fill in sidewalk gaps, and extend bicycle lanes.

### Comments
- New RIP-TE project.
<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>City of Los Altos</th>
<th>Project Title:</th>
<th>San Antonio Road Microseal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>Project Description</td>
<td>Project Phase</td>
<td>Funds ($000)</td>
</tr>
<tr>
<td>SCL110023</td>
<td>Apply a new microseal surface on existing asphalt concrete of San Antonio Road.</td>
<td>Planning</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
</tr>
<tr>
<td>Fund Source</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local $30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STP $259</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kathy Small</td>
<td>Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Fax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>650-947-2628</td>
<td>Construction</td>
<td>$285</td>
<td>2011</td>
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<tr>
<td></td>
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<td>E-Mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ksmall@losaltosca.gov">ksmall@losaltosca.gov</a></td>
<td>Total</td>
<td>$289</td>
<td></td>
</tr>
<tr>
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</tr>
</tbody>
</table>
## Abel Street Pedestrian Improvements

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110036</td>
<td>Build pedestrian infrastructure improvements on both sides of Abel St between Great Mall Parkway and Capital Ave in the City of Milpitas.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>City is in the process of completing the construction documents by late 2011 with construction starting in early 2012.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td>N.A.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager Name</th>
<th>Design</th>
<th>Construction</th>
<th>Funds ($000)</th>
<th>$891</th>
<th>2012</th>
<th>6/2012</th>
<th>Funds Expire</th>
<th>6/30/2012</th>
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<tbody>
<tr>
<td>Fariborz Heydari</td>
<td></td>
<td></td>
<td>Total</td>
<td>$985</td>
<td></td>
<td></td>
<td>Last Updated</td>
<td>7/13/2011</td>
</tr>
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</table>

### Escuela Parkway Pedestrian and Bicycle Enhancement

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110055</td>
<td>Widen sidewalk along the eastside of the Parkway, install shade trees and irrigation, and provide bus pullout on the westside of the Parkway.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>City is the process of completing construction documents by late 2011 and anticipates starting construction in early 2012.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$52</td>
<td>2011</td>
<td>4/11</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td>N.A.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager Name</th>
<th>Design</th>
<th>Construction</th>
<th>Funds ($000)</th>
<th>$514</th>
<th>2012</th>
<th>6/2012</th>
<th>Funds Expire</th>
<th>6/30/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Waldron</td>
<td></td>
<td></td>
<td>Total</td>
<td>$566</td>
<td></td>
<td></td>
<td>Last Updated</td>
<td>7/14/2011</td>
</tr>
</tbody>
</table>
## Project Title: Church Street Improvements

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Fund Source</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110018</td>
<td>Church Street improvements from Calderon Ave to Castro Street.</td>
<td>Local $405  STP $530</td>
<td>Planning $0</td>
<td></td>
<td>City currently working on design and environmental clearance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Right of Way $0</td>
<td>n.a.</td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td>Sean Rose</td>
<td>Design $0</td>
<td>2/2011</td>
<td>9/2011</td>
<td></td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>650-903-6311</td>
<td>Construction $775</td>
<td>2012</td>
<td>1/2012</td>
<td>6/2012</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:Sean.Rose@mountainview.gov">Sean.Rose@mountainview.gov</a></td>
<td>Total $935</td>
<td>E76 Date(Exp./Actual) 9/2011</td>
<td>Last Updated 7/14/2011</td>
<td>Last Invoice N.A.</td>
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</table>
# Programmed Projects Quarterly Monitoring Report
## April-June 2011

## Traffic Signal Central System Upgrade

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL050091</td>
<td>Replacement of the City’s existing traffic signal central system and up to 35 traffic signal field controllers with associated communications gear.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fund Source**
- Earmark $3165
- Local $93

**Manager Name**
- Jaime Rodriguez

**Phone/Fax**
- 650-329-2136

**Funds ($000)**
- Planning: $0
- PE/ENV: $0
- Right of Way: $0
- Total: $458

**Funds Expire**
- no expiration

**Last Updated**
- 7/6/2011

---

## Stanford Avenue-El Camino Real Intersection Project

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL070023</td>
<td>Palo Alto: Intersection of Stanford Ave and El Camino Real; Design and Construction of intersection improvements including bulbouts, enhanced paving, lighting and storm drain outlet</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Fund Source**
- Local ($334)
- TE ($1,334)

**Manager Name**
- Shahla Yazdy

**Phone/Fax**
- 650-617-3151

**Funds ($000)**
- Planning: $140
- PE/ENV: $15
- Right of Way: $0
- Total: $1,668

**Funds Expire**
- awarded/obligated

**Last Updated**
- 7/6/2011
## Programmed Projects Quarterly Monitoring Report

April-June 2011

<table>
<thead>
<tr>
<th>Sponsor: City of Palo Alto</th>
<th>Project Title:</th>
<th>2011 Pavement Program</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
<td><strong>Project Phase</strong></td>
</tr>
<tr>
<td>SCL110019</td>
<td>Rehab and replace AC overlay, AC pavement repair and associated minor concrete curbs, gutters, sidewalks, driveways, ADA ramp upgrades and retrofits and renewed thermoplastic striping.</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
</tr>
<tr>
<td><strong>Fund Source</strong></td>
<td><strong>Manager Name</strong></td>
<td><strong>Design</strong></td>
</tr>
<tr>
<td>Local $81 STP $549</td>
<td>Elizabeth Ames</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Phone/Fax</strong></td>
<td><strong>Construction</strong></td>
<td>$630</td>
</tr>
<tr>
<td>650-326-2502</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E-Mail</strong></td>
<td><strong>Total</strong></td>
<td>$630</td>
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<tr>
<td><a href="mailto:elizabeth.ames@cityofpaloalto.org">elizabeth.ames@cityofpaloalto.org</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor: City of Palo Alto</th>
<th>Project Title:</th>
<th>California Avenue Transit Hub</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
<td><strong>Project Phase</strong></td>
</tr>
<tr>
<td>SCL110037</td>
<td>On California Ave between El Camino Real (SR82) and the California Avenue - Park Blvd Plaza; streetscape, traffic calming, and Park Bvd Plaza improvements.</td>
<td>Planning</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
</tr>
<tr>
<td><strong>Fund Source</strong></td>
<td><strong>Manager Name</strong></td>
<td><strong>Design</strong></td>
</tr>
<tr>
<td>CMAQ $1,100 Local $500</td>
<td>Jaime Rodriguez</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Phone/Fax</strong></td>
<td><strong>Construction</strong></td>
<td>$1,400</td>
</tr>
<tr>
<td>650-329-2136</td>
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<tr>
<td><strong>E-Mail</strong></td>
<td><strong>Total</strong></td>
<td>$1,600</td>
</tr>
<tr>
<td><a href="mailto:jaime.rodriguez@cityofpaloalto.org">jaime.rodriguez@cityofpaloalto.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project No</td>
<td>Project Description</td>
<td>Fund Source</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>SCL010041</td>
<td>Construct a new regional Traffic Management Center in the SJ Civic Center that will allow for better integration of local &amp; regional traffic management</td>
<td>Silicon Valley Transportation Management Center (TMC)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCL050039</td>
<td>Almaden Expressway, near Coleman Rd; Construct a 360 ft. Ped Bridge over Almaden Expressway to connect nearby trails and to the Almaden Light Rail Station.</td>
<td>Earmark $496</td>
</tr>
<tr>
<td></td>
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</table>
## Programmed Projects Quarterly Monitoring Report

#### April-June 2011

### Silicon Valley TIMC

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL050079</td>
<td>Transportation Incident Management Center: Implement subregional hub for traffic management activities including arterial traffic, incident management, traveler information and emergency incident management center. HPP #2017</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>In design phase.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$1,719</td>
<td>completed</td>
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<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
<td></td>
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</tbody>
</table>

#### Fund Source

- **Earmark $6,038**
- **Local $1,510**

#### Manager Name

- Kenneth Jung

#### Phone/Fax

- (408) 975-3262

#### E-Mail

- kenneth.jung@sanjoseca.gov

#### Sponsor: City of San Jose

#### Project Title:

#### Last Updated: 7/7/2011

---

### Lower Guadalupe River Trail (BEP Project)

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL050081</td>
<td>Construct 6.4 mile trail including safety enhancement and improvements from I-880 to Bay Trail 9B ped bridge in San Jose.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>City/SCWWD preparing joint trail agreement update and awaiting permit. City pursuing E76 for CON. Permit from SFPUC has been secured.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$219</td>
<td>Prior Years</td>
<td>complete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Right of Way</td>
<td>$0</td>
<td></td>
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</table>

#### Fund Source

- **CMAQ $1,377**
- **Earmark $5,879**
- **Local $6,040**

#### Manager Name

- Yves Zsutty

#### Phone/Fax

- (408) 793-5561

#### E-Mail

- yves.zsutty@sanjoseca.gov

#### Sponsor: City of San Jose

#### Project Title:

#### Last Updated: 7/7/2011

---

### Comments

- E76 Date(Exp./Actual)
- Last Invoice
- Funds Expire
- obligated
---

### Bay Trail Reach 9B

<table>
<thead>
<tr>
<th>Sponsor: City of San Jose</th>
<th>Project Title: Bay Trail Reach 9B</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
</tr>
<tr>
<td>SC050082</td>
<td>Preparation of CON and ENV documents for 1.2 miles of trail, underpass with safety and enhancement improvements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Source</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earmark $675</td>
<td>Local $1,703</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
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<tbody>
<tr>
<td><strong>Planning</strong></td>
<td>$0</td>
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</tr>
<tr>
<td><strong>PE/ENV</strong></td>
<td>$180</td>
<td>06/07</td>
<td>3/08</td>
</tr>
<tr>
<td><strong>Right of Way</strong></td>
<td>$63</td>
<td>08/09</td>
<td></td>
</tr>
</tbody>
</table>

**Manager Name:** Yves Zsutty  
**Phone/Fax:** (408) 793-5561  
**Design** | $635         | 08/09           | 3/08    |

| **Construction** | $1,500         | 11/12           | |

**Comments:** CEQA docs submitted for final review. NEPA in process. Caltrans reviewing studies and requested an additional biological study. City secured ABAG grant for PSE of linking 1.1 mile trail. (Reach 9)

---

### Coyote Creek Trail (BEP Project)

<table>
<thead>
<tr>
<th>Sponsor: City of San Jose</th>
<th>Project Title: Coyote Creek Trail (BEP Project)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
</tr>
<tr>
<td>SC050083</td>
<td>Master Plan, design of 9.8 miles transportation trail, including safety and improvements between SR 237 and Story Rd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Source</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earmark $3.674</td>
<td>Local $5.095</td>
<td>RTP-LRP $6,000</td>
</tr>
</tbody>
</table>

| Project Phase | Funds ($000) | Programmed Year | Current | |
|---------------|--------------|-----------------|---------|
| **Planning**  | $0           | 8/10            | 8/12    |
| **PE/ENV**    | $572         | 08/09           | 9/08    |
| **Right of Way** | $0   | | |

**Manager Name:** Yves Zsutty  
**Phone/Fax:** (408) 793-5561  
**Design** | $1,077         | 08/09           | 9/08    |

| **Construction** | $13,120         | 11/12           | |

**Comments:** NEPA in process. Master plan scheduled for council approval in August 2011.
# Programmed Projects Quarterly Monitoring Report

## April-June 2011

### San Carlos Multimodal Streetscape Improvements

**Project No:** SCL090045  
**Project Description:** In San Jose: pedestrian-oriented improvements to enhance pedestrian accessibility to public transit including VTA's light rail and bus system that will link San Jose State University and Downtown San Jose.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$343</td>
<td>2010</td>
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<tr>
<td>PE/ENV</td>
<td>$0</td>
<td>2010</td>
<td>complete</td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Manager Name:** Zahir Gulzadah  
**Phone/Fax:** 408-975-3257  
**E-Mail:** zahir.gulzadah@sanjoseca.gov

**Funds Source:**  
- Local $343  
- STIP/TE $1,500

**Fund Source:**  
- Local $343  
- STIP/TE $1,500

**Funds Expire:** 6/30/2012

**Project Description:** Design/ENV phases completed; awaiting construction.

**Last Updated:** 6/30/2011

---

### Lower Guadalupe River Trail-Tasman Drive Underpass

**Project No:** SCL090046  
**Project Description:** Improve Lower Guadalupe River Trail's Tasman Drive underpass.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>complete</td>
<td></td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$0</td>
<td></td>
<td>complete</td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Manager Name:** Yves Zsutty  
**Phone/Fax:** 408-793-5561  
**E-Mail:** yves.zsutty@sanjoseca.gov

**Funds Source:**  
- Local $165  
- STIP/TE $660

**Fund Source:**  
- Local $165  
- STIP/TE $660

**Funds Expire:** 6/30/2012

**Project Description:** Construction work will proceed after construction of lower Guadalupe River Trail.

**Last Updated:** 7/7/2011

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City of San Jose

Page 15 of 37
## Innovative Bicycle Detection System

<table>
<thead>
<tr>
<th>Project No</th>
<th>Date (Exp./Actual)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL110016</td>
<td>9/2011</td>
<td>moved all funding to CON phase in FY2012.</td>
</tr>
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### Fund Source
- **CMAQ** $1,519
- **Local** $210

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<th>Project Phase</th>
<th>Programmed Year</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>End</td>
</tr>
<tr>
<td>Planning</td>
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<td></td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$0</td>
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</tr>
<tr>
<td>Right of Way</td>
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</table>

<table>
<thead>
<tr>
<th>Manager Name</th>
<th>Phone/Fax</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Salvail</td>
<td>408-975-3705</td>
<td><a href="mailto:ken.salvail@sanjoseca.gov">ken.salvail@sanjoseca.gov</a></td>
</tr>
</tbody>
</table>

| Total         | $1,729          |
| E76 Date      | 9/2011          |
| Last Updated  | 7/7/2011        |

### Los Gatos Creek Reach 5 Bridge Crossings

<table>
<thead>
<tr>
<th>Project No</th>
<th>Date (Exp./Actual)</th>
<th>Comments</th>
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<tbody>
<tr>
<td>SCL110029</td>
<td>3/18/2011 (PE)</td>
<td>Additional data is being provided to Caltrans in order to proceed with field review meeting.</td>
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### Fund Source
- **CMAQ** $1,250
- **Local** $350
- **RTP-LRP** $3,000

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<th>Programmed Year</th>
<th>Current</th>
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<tbody>
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<td>Start</td>
<td>End</td>
</tr>
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<td>Planning</td>
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<tr>
<td>PE/ENV</td>
<td>$1,450</td>
<td>2011</td>
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<td>Right of Way</td>
<td>$150</td>
<td>2012</td>
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<thead>
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<th>Manager Name</th>
<th>Phone/Fax</th>
<th>E-Mail</th>
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<tr>
<td>Matt Cano</td>
<td>408-535-3580</td>
<td><a href="mailto:matt.cano@sanjoseca.gov">matt.cano@sanjoseca.gov</a></td>
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| Total         | $4,600          |
| E76 Date      | 3/18/2011 (PE)  |
| Last Updated  | 7/7/2011        |
### 2012 Streets Resurfacing and Rehab

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<tr>
<th>Project No</th>
<th>Project Description</th>
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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>SCL110035</td>
<td>Rehab and resurfacing Los Gatos Almaden Road; Monterey Hwy; Quimby Road; Santa Teresa Blvd; Redmond Avenue.</td>
<td>Planning</td>
<td>$0</td>
<td>Programmed Year</td>
<td>Current</td>
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<td></td>
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<td>PE/ENV</td>
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<td>Right of Way</td>
<td>$0</td>
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**Fund Source:**
- Local $1,035
- STP $7,987

**Manager Name:** Michael Witkovski
- Design: $0

**Phone/Fax:** 408-277-5516
**E-Mail:** michael.witkovski@sanjoseca.gov

**Funds Expire:** 5/1/2012 (CON)

**Last Updated:** 7/14/2011

### Silicon Valley Smart Corridor - Highway 880 Enhancement

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>SCL976002</td>
<td>Silicon Valley Smart Corridor, various highways, expressways and arterials - fiber optics, video cameras, changeable message signals, traffic sensors, data collection stations &amp; software upgrades.</td>
<td>Planning</td>
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<td>Programmed Year</td>
<td>Current</td>
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<tr>
<td></td>
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**Fund Source:**
- CMAQ $590
- Demo $1,409
- FAU $1,187
- TFCA $835 (1998)

**Manager Name:** Kenneth Jung
- Design: $0

**Phone/Fax:** (408) 975-3262
**E-Mail:** kenneth.jung@sanjoseca.gov

**Funds Expire:** obligated/awarded

**Last Updated:** 7/7/2011
### Programmed Projects Quarterly Monitoring Report

**April-June 2011**

<table>
<thead>
<tr>
<th>Sponsor: City of Santa Clara</th>
<th>Project Title: City of Santa Clara Various Streets Rehab</th>
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</thead>
<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
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<tr>
<td>-----------------</td>
<td>--------------------------</td>
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<tr>
<td>SCL110027</td>
<td>Remove and replace asphalt pavement; replace loop detectors; install striping, pavement markings and raised pavement markers</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td>Dennis Ng</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-615-3021</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:dng@santaclaraca.gov">dng@santaclaraca.gov</a></td>
</tr>
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<table>
<thead>
<tr>
<th><strong>Funds Source</strong></th>
<th><strong>Fund Source</strong></th>
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<tbody>
<tr>
<td>Local</td>
<td>$1,163</td>
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<td>STP</td>
<td>$1,186</td>
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### Sponsor: City of Santa Clara | Project Title: San Tomas Aquino Creek Trail Reach 4 |
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<tbody>
<tr>
<td><strong>Project No</strong></td>
<td><strong>Project Description</strong></td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>SCL110030</td>
<td>Install dedicated bicycle facilities, pedestrian improvements, and signage.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td>Dennis Ng</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-615-3021</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:dng@santaclaraca.gov">dng@santaclaraca.gov</a></td>
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<table>
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<tr>
<th><strong>Funds Source</strong></th>
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<tbody>
<tr>
<td>CMAQ</td>
<td>$1,258 (BEP)</td>
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City of Santa Clara Various Streets Rehab

City proceeding with design using local funds.
<table>
<thead>
<tr>
<th>Sponsor: City of Santa Clara</th>
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<tr>
<td>3 of 3</td>
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</tr>
<tr>
<td>Project No: Project Description</td>
<td>Project Phase</td>
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<tr>
<td>SCL110031</td>
<td>Widen and pave with AC; signage, striping, landscaping and protective fencing.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td>Fund Source</td>
<td>CMAQ $505 (BEP)</td>
</tr>
<tr>
<td>Manager Name</td>
<td>Dennis Ng</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-615-3021</td>
</tr>
<tr>
<td>E-Mail</td>
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<tr>
<td>last Invoice</td>
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City of Santa Clara
# Programmed Projects Quarterly Monitoring Report
April-June 2011

## DeAnza Trail (BEP Project)

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>SCL070026</td>
<td>Saratoga: DeAnza Trail between Saratoga-Sunnyvale Rd and Saratoga Ave; Development and construct bike/pedestrian trail.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>Under construction. Currently is about 70% complete.</td>
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<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$225</td>
<td>2006/2007</td>
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<td>Right of Way</td>
<td>$190</td>
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<td>Complete</td>
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<table>
<thead>
<tr>
<th>Fund Source</th>
<th>CMAQ $1,400 Local $571</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager Name</td>
<td>Macedonio Nunez</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>(408) 868-1218</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:mnunez@saratoga.ca.us">mnunez@saratoga.ca.us</a></td>
</tr>
<tr>
<td>Sponsor:</td>
<td>City of Saratoga</td>
</tr>
<tr>
<td>Total</td>
<td>$1,971</td>
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<td>7/14/2011</td>
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## Saratoga Village Pedestrian Enhancements

<table>
<thead>
<tr>
<th>Project No</th>
<th>Project Description</th>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCL070038</td>
<td>Downtown; Bike/Ped enhancements including street crossing improvements minor sidewalk repair, bike racks, bus shelters and other enhanced pedestrian travel routes to bus stops.</td>
<td>Planning</td>
<td>$0</td>
<td></td>
<td>Under construction.</td>
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<tr>
<td></td>
<td></td>
<td>PE/ENV</td>
<td>$30</td>
<td>2008</td>
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<tr>
<td></td>
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<td>Right of Way</td>
<td>$0</td>
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<td>complete</td>
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<table>
<thead>
<tr>
<th>Fund Source</th>
<th>CMAQ $425 Local $253</th>
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</thead>
<tbody>
<tr>
<td>Manager Name</td>
<td>Macedonio Nunez</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-868-1218</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:mnunez@saratoga.ca.us">mnunez@saratoga.ca.us</a></td>
</tr>
<tr>
<td>Sponsor:</td>
<td>City of Saratoga</td>
</tr>
<tr>
<td>Total</td>
<td>$678</td>
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<tr>
<td>Last Updated</td>
<td>7/13/2011</td>
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</table>
## Highway 9 Safety Improvements (BEP Project)

<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>City of Saratoga</th>
<th>Project Title:</th>
<th>Programmed Projects Quarterly Monitoring Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>SCL070050</td>
<td>Project Description: Construct bike/ped safety improvements on SR9</td>
<td></td>
</tr>
<tr>
<td>Fund Source</td>
<td>CMAQ $462</td>
<td>HSIP $900</td>
<td>Local $60</td>
</tr>
<tr>
<td>Manager Name</td>
<td>Iveta Harvancik</td>
<td>Design</td>
<td>$0</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-868-1274/408-868-1281</td>
<td>Construction</td>
<td>$1,000</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:iharvancik@saratoga.ca.us">iharvancik@saratoga.ca.us</a></td>
<td>Total</td>
<td>$1,522</td>
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<tr>
<td>Last Invoice</td>
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<tr>
<td>Comments</td>
<td>Current status-in Caltrans review.</td>
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## Saratoga Village Ped Enhancement Phase 2

<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>City of Saratoga</th>
<th>Project Title:</th>
<th>Saratoga Village Ped Enhancement Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>SCL110017</td>
<td>Project Description: Pedestrian enhancements in Downtown Saratoga</td>
<td></td>
</tr>
<tr>
<td>Fund Source</td>
<td>CMAQ $1,160 (TLC)</td>
<td></td>
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<tr>
<td>Manager Name</td>
<td>Macedonio Nunez</td>
<td>Design</td>
<td>$0</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-868-1218</td>
<td>Construction</td>
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<tr>
<td>E-Mail</td>
<td><a href="mailto:mnunez@saratoga.ca.us">mnunez@saratoga.ca.us</a></td>
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<tr>
<td>Last Invoice</td>
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<td>Funds Expire</td>
<td>5/1/2012 (CON)</td>
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<tr>
<td>Comments</td>
<td>E76 for PE received.</td>
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</table>
### Programmed Projects Quarterly Monitoring Report

**April-June 2011**

#### Sponsor:
City of Saratoga

#### Project No: SCL110020

#### Project Title: Various Streets Pavement Rehabilitation

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
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<tbody>
<tr>
<td>Planning</td>
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<td>PE/ENV</td>
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<tr>
<td>Right of Way</td>
<td>$0</td>
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</tbody>
</table>

- **Programmed Year**: Start 8/2011, End 10/2011
- **Funds Expire**: obligated
- **Date(Exp./Actual)**: 5/13/2011
- **Last Updated**: 7/12/2011

#### Fund Source
- Local $65
- STP $500

#### Manager Name
Macedonio Nunez

#### Phone/Fax
408-868-1218

#### E-Mail
mnunez@saratoga.ca.us

#### Project Description:
Rehab and overlay existing pavement, deep lifting base repair, remove and replace existing failed curb and gutter, restripe paint striping with thermoplastic striping, replace traffic detector loops, adjust manhole covers.

**E76 for CON received.**

---

**City of Saratoga**

Page 22 of 37
<table>
<thead>
<tr>
<th>Sponsor: City of Sunnyvale</th>
<th>Project Title: Mathilda Avenue Bridge Replacement</th>
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<tbody>
<tr>
<td>1 of 5</td>
<td>Project No</td>
<td>Project Description</td>
<td>Programmed Projects Quarterly Monitoring Report</td>
<td>April-June 2011</td>
</tr>
<tr>
<td>SCL050006</td>
<td>On Mathilda Avenue, over Caltrain/UPRR at Evelyn Ave. Widen structure along both sides, add south bound aux lane, realign, replace.</td>
<td>Programmed Projects Quarterly Monitoring Report</td>
<td>April-June 2011</td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
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<tr>
<td>H1RR (10/11) $28,826</td>
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<td>Local $3,735</td>
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</tr>
<tr>
<td>Manager Name</td>
<td>Manny Kadkhodayan</td>
<td></td>
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<tr>
<td>Phone/Fax</td>
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<td>Planning</td>
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<td>PE/ENV</td>
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<tr>
<td><strong>Sponsor: City of Sunnyvale</strong></td>
<td>Project Title: Sunnyvale Downtown Streetscape</td>
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<td>2 of 5</td>
<td>Project No</td>
<td>Project Description</td>
<td>Programmed Projects Quarterly Monitoring Report</td>
<td>April-June 2011</td>
</tr>
<tr>
<td>SCL090042</td>
<td>In Sunnyvale: implement the Downtown Specific Plan and adopted streetscape design standards.</td>
<td>Programmed Projects Quarterly Monitoring Report</td>
<td>April-June 2011</td>
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<tr>
<td></td>
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<tr>
<td>Manager Name</td>
<td>Jack Witthaus</td>
<td></td>
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<tr>
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<td>408-730-7330</td>
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<tr>
<td>Sponsor: City of Sunnyvale</td>
<td>Project Title: Hendy Ave Complete Street Improvements</td>
<td>Project Description: Reconstruct Hendy Avenue to provide new and reconstructed sidewalk, bike lanes, and enhanced streetscape features consistent with downtown Sunnyvale design standards.</td>
<td></td>
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<tr>
<td>Jack Witthaus</td>
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<td>$0</td>
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<tr>
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<td>5/2012-11/2012</td>
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<tr>
<td><a href="mailto:jwitthaus@ci.sunnyvale.ca.us">jwitthaus@ci.sunnyvale.ca.us</a></td>
<td>Total $2,750</td>
<td>E76 Date(Exp./Actual)</td>
<td>6/29/2011</td>
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<table>
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<tr>
<th>Sponsor: City of Sunnyvale</th>
<th>Project Title: Sunnyvale Ave/Old San Francisco Road IC Reconst.</th>
<th>Project Description: Reconstruct Sunnyvale Ave/Old San Francisco Rd and Sunnyvale Avenue/El Camino Real Ics, replace obsolete traffic signals, provide new signalized access, reconstruct medians and rehab pavement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>Project Phase</td>
<td>Funds ($000)</td>
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<tr>
<td>SCL110024</td>
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<td>Local $210</td>
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<td>STP $638</td>
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<tr>
<td>(408) 730-7330</td>
<td>Construction</td>
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<td><a href="mailto:jwitthaus@ci.sunnyvale.ca.us">jwitthaus@ci.sunnyvale.ca.us</a></td>
<td>Total $848</td>
<td>E76 Date(Exp./Actual)</td>
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Last Updated: 6/29/2011
## Programmed Projects Quarterly Monitoring Report

**April-June 2011**

### Project No: SCL110038

**Project Title:** East Channel New Ped/Bike Corridor

**Project Description:** Field Review and Preliminary Environmental Study (PES) underway. Project Specification & Estimate (PS&E) will start late this summer. E-76 has been secured for this phase.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current Start</th>
<th>Current End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
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<tr>
<td>Right of Way</td>
<td>$0</td>
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</tr>
</tbody>
</table>

**Manager Name:** Jack Witthaus

**Phone/Fax:** 408-730-7330

**E-Mail:** jack.witthaus@ci.sunnyvale.ca.us

**Fund Source:**
- **CMAQ $594**
- **Local $149**

**Manager Name:** Jack Witthaus

**Design:** $0

**Construction:** $623

**Programmed Year:** 2012

**Current End:** 9/2012

**Funds Expire:** 5/1/2012 (CON)

**Total:** $743

**E76 Date(Exp./Actual):** 3/18/2011

**Last Updated:** 6/28/2011
<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>County of Santa Clara</th>
<th>Project Title:</th>
<th>Project Description: Traffic improvements including traffic signal upgrade, optimizing timing plans &amp; bike and pedestrian facilities on Oregon-Page Mill Expressway between US 101 and SR 82.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No: SCL050080</td>
<td>Oregon-Page Mill Expressway Improvements</td>
<td>Project Phase: Planning</td>
<td>Funds ($000): $0</td>
</tr>
<tr>
<td>Fund Source: Preliminary engineering is underway. Receiving E76 for Construction is dependant on completion of Caltrans Environmental process, which is still underway.</td>
<td>Programmed Year: Start</td>
<td>Current: End</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>06/07</td>
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<td></td>
<td>8/10</td>
</tr>
<tr>
<td>Manager Name: Mike Griffis</td>
<td></td>
<td></td>
<td>8/10</td>
</tr>
<tr>
<td>Phone/Fax: 408-573-2492/408-441-0276</td>
<td></td>
<td></td>
<td>8/10</td>
</tr>
<tr>
<td>E-Mail: <a href="mailto:mike.griffis@rda.sccgov.org">mike.griffis@rda.sccgov.org</a></td>
<td></td>
<td></td>
<td>8/10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>Total: $4,300</td>
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<thead>
<tr>
<th>Sponsor:</th>
<th>County of Santa Clara</th>
<th>Project Title:</th>
<th>Project Description: Various improvements including adding northbound and southbound auxiliary lanes on Almaden Expressway from north of Branham Lane to south of Blossom Hill Road.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No: SCL070005</td>
<td>Almaden Expressway Improvements</td>
<td>Project Phase: Planning</td>
<td>Funds ($000): $0</td>
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<td>06/07</td>
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<td>06/07</td>
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<tr>
<td>Manager Name: Mike Griffis</td>
<td></td>
<td></td>
<td>06/07</td>
</tr>
<tr>
<td>Phone/Fax: 408-573-2492/408-441-0276</td>
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<td>E-Mail: <a href="mailto:mike.griffis@rda.sccgov.org">mike.griffis@rda.sccgov.org</a></td>
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<td>06/07</td>
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<td>Total: $5,429</td>
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</table>

| Last Updated: 6/30/2011 | Last Invoice | Sponsor: County of Santa Clara |
### Santa Teresa/Hale Rehab

**Project Title:**
On Santa Teresa Blvd/Hale Avenue, Bowden Avenue, and Alamitos Road, rehabilitate road pavement including improvements to facilitate complete streets development.

**Project No:** SCL110012

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
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<td>8/10</td>
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<tr>
<td>PE/ENV</td>
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<tr>
<td>Right of Way</td>
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<td><strong>Total</strong></td>
<td><strong>$3,798</strong></td>
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**Sponsor:** County of Santa Clara

**Manager Name:** Mike Griffis

**Phone/Fax:** 408-573-2447

**E-Mail:** mike.griffis@rda.sccgov.org

**Funds Expire:** 6/30/2012 (CON)

**Comments:** E-76 for PE has been received. Waiting for NEPA clearance from Caltrans.

### Expressways Pavement Rehab

**Project Title:** Rehabilitate roadway on Capitol Expressway in San Jose between Quimby Road and Silver Creek Road.

**Project No:** SCL110013

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Programmed Year</th>
<th>Current</th>
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<tbody>
<tr>
<td>Planning</td>
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<tr>
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<td><strong>Total</strong></td>
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**Sponsor:** County of Santa Clara

**Manager Name:** Mike Griffis

**Phone/Fax:** 408-573-2447

**E-Mail:** mike.griffis@rda.sccgov.org

**Funds Expire:** 6/30/2012 (CON)

**Comments:** E-76 for PE has been received. Waiting for NEPA clearance from Caltrans.
### Programmed Projects Quarterly Monitoring Report

**April-June 2011**

#### Almaden Expressway Bicycle Signal Detection
- **Project No**: SCL110015
- **Project Title**: Install underground conduits and pullboxes; cut loops in existing pavement; install wire loops on Almaden Expressway

<table>
<thead>
<tr>
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<td>SCL110015</td>
<td>Install underground conduits and pullboxes; cut loops in existing pavement; install wire loops on Almaden Expressway</td>
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<table>
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<th>Manager Name</th>
<th>Design</th>
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<tr>
<td>Bill Young</td>
<td>$0</td>
<td>408-494-2156</td>
<td>$475</td>
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#### Fund Source
- CMAQ $500,000
- Local $86,000

#### Last Updated
- 6/30/2011

#### Last Invoice
- CMAQ $500,000
- Local $66,000

#### E76 Date (Exp./Actual)
- 3/11 [PE]

#### Last Updated
- 6/30/2011
### Guadalupe, riparian habitat

<table>
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<tr>
<td>SCL030008</td>
<td>Route 87 San Jose - monitor riparian habitat</td>
<td>Planning</td>
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<td>Right of Way</td>
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This project is for long-term monitoring of environmental commitments.

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>Manager Name</th>
<th>Phone/Fax</th>
<th>E-Mail</th>
<th>Total</th>
<th>Last Updated</th>
<th>Last Invoice</th>
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</thead>
<tbody>
<tr>
<td>RIP $750</td>
<td>Nick Saleh</td>
<td>510-286-6355/510-622-5460</td>
<td><a href="mailto:nick_saleh@dot.ca.gov">nick_saleh@dot.ca.gov</a></td>
<td>$750</td>
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### US 101/SR 87 Trimble Road Landscaping

<table>
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<tr>
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<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
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<tbody>
<tr>
<td>SCL050013</td>
<td>US 101 from SR 87 interchange to 0.4 km north of Trimble Road. Landscape mitigation.</td>
<td>Planning</td>
<td>$0</td>
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<td></td>
<td></td>
<td>PE/ENV</td>
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<td>$23</td>
<td>10/11</td>
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<table>
<thead>
<tr>
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<th>Manager Name</th>
<th>Phone/Fax</th>
<th>E-Mail</th>
<th>Total</th>
<th>Last Updated</th>
<th>Last Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIP (FY11) $2,290 RIP (FY11) $100</td>
<td>Nick Saleh</td>
<td>(510) 286-6355/ (510) 622-5460</td>
<td><a href="mailto:nick_saleh@dot.ca.gov">nick_saleh@dot.ca.gov</a></td>
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### Project Title: US-101/Tully Road Interchange Modifications

#### Project No: SCL050033


#### Project Phase Schedule

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<td>PE/ENV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right of Way</td>
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</tr>
</tbody>
</table>

#### Manager Name
- **Gene Gonzalo**

#### Phone/Fax
- **510-622-0810**

#### Funds Source
- **ARRA $4,356**
- **Earmark $7,199**
- **Local $20,664**
- **Other: I-BOND-CMIA $30,000**
- **SHOPP $2,155**

#### Design
- **$6,550**

#### Construction
- **$52,654**

#### Total
- **$64,374**

#### Comments
- Under construction

#### Last Updated
- **4/12/2010**

#### Last Invoice
- E76 Date (Exp./Actual)

#### Last Updated
- **4/12/2010**

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**State Department of Transportation**

**Page 30 of 37**
<table>
<thead>
<tr>
<th>Sponsor:</th>
<th><strong>Town of Los Altos Hills</strong></th>
<th><strong>Project Title:</strong></th>
<th><strong>SR2 Los Altos Hills Schools</strong></th>
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<tbody>
<tr>
<td><strong>1 of 1</strong></td>
<td>Project No: SCL110056</td>
<td><strong>Project Description:</strong></td>
<td><strong>Comments:</strong></td>
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<tr>
<td></td>
<td></td>
<td>Widen a 1.7 mile segment of Fremont Road between Arastadero Road and Edith Avenue to create a 6-foot bike lane in each direction of travel.</td>
<td>New RIP-TE project.</td>
</tr>
<tr>
<td><strong>Fund Source</strong></td>
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<tr>
<td></td>
<td>Local $258</td>
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<td>Other State $92</td>
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<td><strong>Manager Name</strong></td>
<td>Richard Chiu</td>
<td><strong>Design</strong></td>
<td>$187</td>
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<td></td>
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<td>7/2011</td>
</tr>
<tr>
<td><strong>Phone/Fax</strong></td>
<td>650-941-7222</td>
<td><strong>Construction</strong></td>
<td>$943</td>
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</tr>
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<td><strong>E-Mail</strong></td>
<td><a href="mailto:rchiu@losaltoshills.ca.gov">rchiu@losaltoshills.ca.gov</a></td>
<td><strong>Total</strong></td>
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### Programmed Projects Quarterly Monitoring Report

**April-June 2011**

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<th>Sponsor:</th>
<th>Town of Los Gatos</th>
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<tbody>
<tr>
<td><strong>Project No</strong></td>
<td>SCL110025</td>
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<tr>
<td><strong>Project Description</strong></td>
<td>Rehab University Avenue between Shelburne Way and Vasona Dam with length of 0.8 miles and about 180,000 sq ft of asphalt overlay.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Project Phase</strong></th>
<th><strong>Funds ($000)</strong></th>
<th><strong>Schedule</strong></th>
<th><strong>Comments</strong></th>
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</thead>
<tbody>
<tr>
<td>Planning</td>
<td>$0</td>
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<td>Town starting the E-76 request; anticipate receiving it in August 2011</td>
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<td>PE/ENV</td>
<td>$0</td>
<td>2011</td>
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<tr>
<td>Right of Way</td>
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<td>2011</td>
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| **Manager Name** | Kevin Rohani |
| **Design** | $0 |
| **Phone/Fax** | 408-399-5773 |
| **Construction** | $600 | 2011 | |
| **Funds Expire** | 5/1/2012 |

<p>| <strong>E-Mail</strong> | <a href="mailto:krohani@losgatosca.gov">krohani@losgatosca.gov</a> |
| <strong>Total</strong> | $600 |
| <strong>E76 Date(Exp./Actual)</strong> | 8/2011 |
| <strong>Last Invoice</strong> | N.A. |
| <strong>Last Updated</strong> | 7/11/2011 |</p>
<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>VTA</th>
<th>Project Title:</th>
<th>I-880/I-280/Stevens Creek I/C Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>SCL070002</td>
<td>Project Description</td>
<td>Interchange improvements at the I-280/I-880/Stevens Creek Blvd interchange.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>CMIA $31,000</td>
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<tr>
<td></td>
<td>Earmark $19,549</td>
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<tr>
<td></td>
<td>Federal STP $1,100</td>
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<tr>
<td></td>
<td>Local $1,255</td>
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<td></td>
<td>Meas A/STIP swap $500</td>
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<tr>
<td>Manager Name</td>
<td>Ven Prasad</td>
<td>Design</td>
<td>$4,783</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-321-5647</td>
<td>Construction</td>
<td>$39,100</td>
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<td></td>
<td>Total</td>
<td>$53,762</td>
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<td>E-Mail</td>
<td><a href="mailto:ven.prasad@vta.org">ven.prasad@vta.org</a></td>
<td></td>
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</tr>
</tbody>
</table>

**Comments:** VTA received additional $31 million of CMIA for this project. This project is in PAED phase. PE obligated on 06/13/2011.

<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>VTA</th>
<th>Project Title:</th>
<th>I-880 Widening - SR237 to US101</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>SCL070016</td>
<td>Project Description</td>
<td>San Jose/ Milpitas: On I-880 btw SR 237 &amp; US 101; Operational and safety improvements including widening to accommodate HOV lanes in both directions.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>Local ($23,400)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other I-Bond/CMIA ($71,600)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Name</td>
<td>Lam Trinh</td>
<td>Design</td>
<td>$8,540</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>408-952-4217</td>
<td>Construction</td>
<td>$75,200</td>
</tr>
<tr>
<td>E-Mail</td>
<td><a href="mailto:Lam.Trinh@vta.org">Lam.Trinh@vta.org</a></td>
<td>Total</td>
<td>$95,000</td>
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</table>

**Comments:** Funds Expire 2016

VTA

Page 33 of 37
### US101 Auxiliary Lanes - SR85 to Embarcadero Road

<table>
<thead>
<tr>
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<th>VTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No</td>
<td>SCL070024</td>
</tr>
<tr>
<td>Project Description</td>
<td>Santa Clara County: US 101 between Route 85 and Embarcadero Road; Construct auxiliary lanes.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>Local ($17,328) Other: I-bond/CMIA ($84,930)</td>
</tr>
<tr>
<td>Planning</td>
<td>$0</td>
</tr>
<tr>
<td>PE/ENV</td>
<td>$3,971</td>
</tr>
<tr>
<td>Right of Way</td>
<td>$5,177</td>
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<tr>
<td>Manager Name</td>
<td>Lam Trinh</td>
</tr>
<tr>
<td>Design</td>
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<td>408-952-4217</td>
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<tr>
<td>Construction</td>
<td>$84,930</td>
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<td>E-Mail</td>
<td><a href="mailto:lam.trinh@vta.org">lam.trinh@vta.org</a></td>
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<td>Total</td>
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<td>Start</td>
<td>End</td>
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<tr>
<td>N.A.</td>
<td>N.A.</td>
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<tr>
<td>Last Updated</td>
<td>7/11/2011</td>
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### Route 152 new alignment

<table>
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<tr>
<th>Sponsor:</th>
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<tbody>
<tr>
<td>Project No</td>
<td>SCL090016</td>
</tr>
<tr>
<td>Project Description</td>
<td>Route 152 new alignment from Rte 101 to Rte 156. Realign highway and evaluate route management strategies, including potential roadway pricing. Also includes SR152 &quot;trade corridor&quot; study from 101 to SR99.</td>
</tr>
<tr>
<td>Fund Source</td>
<td>IP S5 Local S5</td>
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<td>Planning</td>
<td>$10</td>
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<tr>
<td>PE/ENV</td>
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<tr>
<td>Manager Name</td>
<td>Darrell Vice</td>
</tr>
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<td>$0</td>
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<td>Phone/Fax</td>
<td>408-952-4214</td>
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<td>Construction</td>
<td>$0</td>
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<tr>
<td>E-Mail</td>
<td><a href="mailto:darrell.vice@vta.org">darrell.vice@vta.org</a></td>
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<tr>
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<td>End</td>
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<tr>
<td>Last Updated</td>
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**Comments:**
- Project anticipated to be approved by Caltrans HQ in July 2011. Allocation of CON funding by CTC tentatively scheduled for August 2011.
- VTA is requesting additional funding from CTC to continue project efforts. Anticipate $5-10 million in additional funding by CTC next fiscal year. Actual funding amounts unknown at this time. Additional funding remains part of the planning efforts.
## SR 237/I-880 Express Connectors

**Project Title:** SR 237/I-880 Express Connectors  
**Project No:** SCL090029  
**Project Description:** Implement roadway pricing on the carpool lane-to-carpool lane direct connectors between SR 237 and I-880.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
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<tr>
<td>PE/ENV</td>
<td>$6,621</td>
<td>2009/10</td>
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<tr>
<td>Right of Way</td>
<td>$0</td>
<td>2009/10</td>
<td>complete</td>
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</tbody>
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**Manager Name:** Leo Scott  
**Design** $0  
**End:** 2/2012

**Construction** $4,679  
**Start:** 6/2010  
**End:** 2/2012

**Comments:** Construction contract documents are advertised for bidding.

**Fund Source:**  
ARRA $3,500  
Local $3,840  
VPFP $3,960

**Total** $11,300  
**Last Updated** 7/14/2011  
**Last Invoice** 7/11/2011

### SR 85 Express Lanes

**Project Title:** SR 85 Express Lanes  
**Project No:** SCL090030  
**Project Description:** Implement roadway pricing on SR 85 carpool lane.

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Funds ($000)</th>
<th>Schedule</th>
<th>Comments</th>
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<tbody>
<tr>
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<td>PE/ENV</td>
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<td>7/2009</td>
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<tr>
<td>Right of Way</td>
<td>$0</td>
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<td>12/2012</td>
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</table>

**Manager Name:** Jane Yu  
**Design** $0  
**End:** 2/2016

**Construction** $54,000  
**Start:** 3/2015  
**End:** 3/2016

**Comments:** Funds Expire

**Fund Source:**  
ARRA ($3,300,000)  
Earmark ($500,000)  
Local ($7,000,000)  
RTP-LRP ($50,000,000)

**Total** $60,000  
**Last Updated** 7/14/2011  
**Last Invoice** 6/28/2011
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<th>Sponsor: VTA</th>
<th>Project Title:</th>
<th>Santa Clara Caltrain Station Pedestrian Grade Separated Crossing</th>
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<tr>
<td></td>
<td>Project No</td>
<td>SCL090031</td>
</tr>
<tr>
<td></td>
<td>Project Description</td>
<td>Provide a safe crossing for pedestrians to cross the UPRR tracks between the Caltrain Station on the west side to the commercial and industrial complexes on the east side of the tracks.</td>
</tr>
<tr>
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<tr>
<td>Fund Source</td>
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<tr>
<td>Manager Name</td>
<td></td>
<td>Ken Ronsse</td>
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<td>$1,974 2009 2/11 10/11</td>
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<td><a href="mailto:ken.ronsse@vta.org">ken.ronsse@vta.org</a></td>
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<td>Project Title:</td>
<td>Regional Planning Activities and PPM - Santa Clara</td>
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<td>Project No</td>
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<td>Santa Clara: Regional Planning Activities and Planning, Programming and Monitoring</td>
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<tr>
<td>Manager Name</td>
<td></td>
<td>Amin Surani</td>
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<td><a href="mailto:amin.surani@vta.org">amin.surani@vta.org</a></td>
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## Programmed Projects Quarterly Monitoring Report
### April-June 2011

<table>
<thead>
<tr>
<th>Sponsor:</th>
<th>VTA</th>
<th>Project Title:</th>
<th>I-880 Smart Park Project</th>
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<tbody>
<tr>
<td>9 of 10</td>
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<tr>
<td>Project No</td>
<td>SCL991013</td>
<td>Project Description</td>
<td>Develop Smart Park at Tasman Drive and other I-880 Smart Corridor locations which incorporates various ITS features.</td>
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<th>Integrated ITS Program</th>
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<tr>
<td>Project No</td>
<td>SCL991057</td>
<td>Project Description</td>
<td>Develop an integrated Intelligent Transportation System (ITS) for VTA services.</td>
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<td>Fund Source</td>
<td>5208 ITS $1,573 (2000) Local $629</td>
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<tr>
<td>Last Updated</td>
<td>7/11/2011</td>
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</tr>
</tbody>
</table>
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: Proactive CMP Quarterly Report for April - June 2011

FOR INFORMATION ONLY

BACKGROUND:

VTA has two programs through which it reviews and comments on development and transportation projects occurring in and adjacent to Santa Clara County: 1) the Development Review Program which reviews environmental documents and development proposals submitted by Member Agencies; and 2) the review of Transportation Impact Analysis (TIA) reports for proposed projects meeting the Congestion Management Program (CMP) TIA Guideline requirements.

The Proactive CMP (“Proactive”) process integrates these two VTA review processes to provide comments on projects prior to approval by Member Agencies. The objectives of the Proactive CMP process include improving land use/transportation coordination, promoting alternative travel modes, and encouraging a balanced approach to addressing congestion. As part of the Proactive process, VTA produces quarterly reports on project proposals highlighting two sets of projects and types of information:

- **Projects Reviewed by VTA:** For projects or environmental documents reviewed by VTA staff under the Congestion Management Program and Development Review Program in the past quarter, relevant VTA comments are summarized.

- **Projects Approved by Local Agencies:** For projects or environmental documents approved by local agencies in the past quarter, relevant VTA comments and agency responses are summarized.
DISCUSSION:

The following discussion provides a summary of the April through June 2011 Proactive CMP Quarterly Report. The summary highlights key projects and topics contained in the report, which is provided as Attachment A. The report includes a table summarizing all of the reviewed and approved projects, and a reference map showing the locations of these projects.

- VTA commented on 15 projects through the Proactive CMP process between April and June 2011. The largest number of projects was in the City of San Jose (5 projects), followed by the City of Mountain View (3 projects) and the City of Palo Alto (2 projects).

- Eleven the 15 projects involved environmental documents such as an Environmental Impact Report (EIR), Notice of Preparation (NOP), or Initial Study/Mitigated Negative Declaration. One of the projects involved a stand-alone TIA report, and the remainder involved other documents such as rezoning requests, site plans or bus stop plans.

- Eleven of the 15 items that VTA commented on were related to private development projects, while 4 items were for public agency projects or improvements (including the Reid Hillview Airport Master Plan, the South Plaza Office Development in Los Altos, and the Coyote Creek Trail Master Plan in San Jose).

- Nine projects which VTA previously commented on were approved by local agencies during this quarter. This was a substantial increase from the six projects in this category approved in the corresponding quarter in 2010. Projects that VTA previously commented on were approved in the cities of Gilroy, Milpitas, Mountain View, Palo Alto and San Jose.

Key projects and plans that VTA reviewed and commented on during the past quarter included the following:

- **Albright Way / Winchester Avenue Development, Los Gatos:** In April 2011, the Town of Los Gatos circulated an Initial Study/Mitigated Negative Declaration for a development project involving the replacement of 250,000 square feet of existing R&D office space on 21.6 acres with up to 550,000 square feet of office space, or a combination of office space with either multi-family or senior housing units. In a comment letter on the IS/MND, VTA staff stated that VTA supports the proposed land use intensification on this important site near the terminus of the planned Vasona Light Rail Extension, but noted that the proposed density of the office/R&D scenarios is at the low end for Light Rail Station Areas in VTA's Board-adopted Transit Sustainability Policy and Community Design & Transportation Manual. VTA also encouraged the Town and the developer to coordinate on providing pedestrian connections to the planned LRT station, including consideration of the Los Gatos Creek Trail as an access route.

- **Vendome Place, San Jose:** In early April 2011, the City of San Jose circulated documents relating to a proposed Planned Development Rezoning for the Vendome Place project at the corner of Miller Street and Asbury Street, near the Civic Center light rail station on North First Street. The PD Rezoning would add 100 units and increase the building height on the project, to increase the total site buildout from 400 to 500 units. In a comment letter, VTA
staff strongly supported the proposed land use intensification along the light rail corridor, and recommended that the City work with the applicant on Transportation Demand Management (TDM) measures such as Eco Passes and bicycle lockers/racks, and to evaluate the feasibility of shared parking arrangements.

- **The Plaza at Evergreen, San Jose:** In April 2011, the City of San Jose circulated site plans associated with a proposed Planned Development Rezoning of a portion of the 'Arcadia' site at the southwest corner of Capitol Expressway and Quimby Road. The PD Rezoning would allow development of a retail center as well as a future public park on a portion of the site, as previously anticipated in the Evergreen-East Hills Development Policy Update in late 2008. In a comment letter on this PD Rezoning, VTA staff discussed the planned Eastridge Transit Center improvements and noted that the Eastridge project includes an 8-foot sidewalk to the northwest corner of Capitol & Quimby. VTA staff recommended that this development project be required to install a similar sidewalk along its Capitol Expressway frontage, and encouraged the City to work with the applicant and other parties to install a sidewalk from the southwest corner of Quimby to the project site.

As noted above, nine projects that VTA previously provided comments on were approved during this past quarter. The following is a brief summary of key VTA comments and the local agency responses on several of these items.

- **Stanford University Medical Center Project, Palo Alto:** In early June 2011, the City of Palo Alto certified the Final EIR and approved the entitlements for this project, which will involve the demolition of approximately 1.2 million square feet of existing buildings at the SUMC sites and construction of approximately 2.5 million square feet of hospital, clinic, and research facilities. VTA submitted comments on the Draft EIR and TIA which appeared in the Quarterly report for July through September 2010. The Final EIR for the project included extensive additional analysis of a number of topics including the SUMC project's impact on transit service, and concluded that the project would not have a significant impact on transit services. The FEIR also noted that with implementation of other higher priority mitigation measures, modifications to the El Camino Real/Page Mill intersection would not be required. It is worthwhile to note that the mitigation measures for the SUMC project included a commitment to provide Caltrain GO Passes to all eligible SUMC employees (both new and current) for the life of the project, increased Marguerite shuttle service, and significant bicycle and pedestrian improvements on and near the project site.

- **San Antonio Center, Mountain View:** In mid-June 2011, the City of Mountain View certified the Final EIR, approved amendments to the San Antonio Center Precise Plan, and approved a development project for a 16-acre portion of the Center which would replace approximately 222,000 square feet of existing retail with 311,000 square feet of retail and 350 multifamily housing units. VTA provided comments and information at numerous points in the review process for this project; during the past quarter, VTA staff spoke at an April Council hearing on the project and submitted a letter for a May Council Transportation Committee meeting. VTA staff expressed support for the overall project concept and land uses, and encouraged the City to work with the developer to improve the internal pedestrian environment, widen the sidewalks along the project's frontages, and work with the applicant and the Mountain View BPAC on a potential bike lane on San Antonio Road. In the final
project approvals, the Council worked with City staff to incorporate significant improvements to the frontages (including a 12 foot sidewalk and 6 foot planter strip on El Camino Real) and other pedestrian-friendly design changes, and directed staff to continue to work on incorporating a bicycle lane on San Antonio Road.

- **Sun Garden Retail Development, San Jose:** In late June, the San Jose City Council certified the Final EIR and approved a General Plan Amendment and Rezoning for the Sun Garden Retail Development project, which would construct up to 282,000 square feet of retail space on 19.75 acres near Monterey Road and Alma Avenue. VTA's comments on the DEIR documents focused on land use & site design, transit service & bus stops, pedestrian access to transit, and bicycle accommodations. In the FEIR Response to Comments, the City noted that the project will construct a new signalized intersection on Monterey Road along the site frontage, which will facilitate pedestrian crossings of Monterey Road and access to nearby bus stops. The project will also relocate an existing bus stop closer to the project site, make trail improvements in a former rail Right-of-Way, and provide bicycle parking per the City's zoning ordinance.

**ADVISORY COMMITTEE DISCUSSION/RECOMMENDATION:**

This item was on the Regular Agenda as an Information item at the August CAC and PAC meetings, and on the Consent Agenda as an Information item at the August BPAC and TAC meetings.

At CAC, staff gave a brief presentation on this item. Committee Member Elias asked whether the proposed pedestrian connection from the Albright Way/Winchester Boulevard development to the Los Gatos Creek Trail would be open to the public; staff replied that they believe so, but this would be decided by the Town and the developer later in the development process. Member Probst stated that she appreciated VTA staff's efforts in working with the cities to influence and support good projects. Member Tebo asked how VTA adapts its transit system to land use changes such as the proposed new Apple campus; staff replied that it is a challenge, and VTA can attempt to make bus routing changes, but VTA would encourage the cities to place as much development as possible near cores and corridors with better transit service.

At PAC, staff gave a brief presentation on this item. Committee Member Chang asked how VTA is approaching addressing the likely transportation impacts of the proposed Apple campus. Other Members also expressed concern about potential traffic congestion impacts across city boundaries, for instance on the nearby Kaiser Hospital. Staff replied that VTA is monitoring this proposal and will work with the City at the appropriate points, but ultimately the City of Cupertino has land use authority and will take the lead on environmental and transportation analysis.

At BPAC and TAC, this item was received as part of the Consent Agenda and there was no discussion on the item.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

This item was received by the Congestion Management Program & Planning Committee at its
August meeting as part of the Consent Agenda and there was no discussion in the item.

Prepared By: Robert Swierk
Memo No. 3153
VTA Development Review Program

Proactive CMP Quarterly Report
April, May and June of 2011
## Development Review Projects Summary

**April - June 2011**

<table>
<thead>
<tr>
<th>Map No.</th>
<th>CMP ID</th>
<th>Lead Agency</th>
<th>Project Name/Location</th>
<th>Project Description</th>
<th>Document Type</th>
<th>Comments this quarter?</th>
<th>VTA Comment Topics</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CM1102</td>
<td>City of Campbell</td>
<td>3000 Winchester Zoning Amendment/Access</td>
<td>Zoning Text Amendment to allow ancillary retail sales within Light Industrial Zone district, involving at-grade crossing over VTA property</td>
<td>Other</td>
<td>Y</td>
<td>Vasona corridor property access; alternative access options; Transportation Impact Analysis (TIA) report</td>
</tr>
<tr>
<td>2</td>
<td>CO1101</td>
<td>County of Santa Clara</td>
<td>Reid Hillview Airport Master Plan</td>
<td>Airport Master Plan for aviation-related improvements (new taxiway, 4 new hangers) and non-aviation comm. dev.</td>
<td>NOP</td>
<td>Y</td>
<td>Coordination with Capitol Expressway ped./transit improvements; TIA report</td>
</tr>
<tr>
<td>3</td>
<td>GI1103</td>
<td>City of Gilroy</td>
<td>Oak Creek / SW corner Monterey Road and Luchessa Avenue</td>
<td>Tentative Map for 213 residential units on 25.6 acres</td>
<td>Tentative Map</td>
<td>Y</td>
<td>TIA report, Pedestrian &amp; bicycle accommodations</td>
</tr>
<tr>
<td>4</td>
<td>LA1101</td>
<td>City of Los Altos</td>
<td>South Plaza Office Development</td>
<td>GP land use designation and zoning change to allow up to 200k sf office, replacing surface parking</td>
<td>DEIR</td>
<td>Y</td>
<td>Land use; consistency w/ adopted plans (CMP); transportation analysis - parking; greenhouse gas emissions mit. measures; CMP intersections; freeway analysis</td>
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<tr>
<td>5</td>
<td>LG1002</td>
<td>Town of Los Gatos</td>
<td>Albright Way / Winchester Boulevard Project</td>
<td>Replacement of 250k sf of existing office bdgs. with up to 550k sf office, or less office space with up to 516 multi-family housing units or up to 600 senior housing units</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td>General transportation analysis; TIA; land use density; land use mix; ped. access to transit; bus service; bicycle accommodations</td>
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<td>6</td>
<td>ML0902</td>
<td>City of Milpitas</td>
<td>Milpitas Walmart Expansion Project</td>
<td>Addition of approx. 18,500 SF of building area to an existing Walmart store</td>
<td>DEIR/FEIR</td>
<td>Y</td>
<td>Bicycle parking; ped. access to transit; bus service/bus stop; intersection &amp; freeway analysis; approved &amp; pending developments; impacts &amp; recommendations</td>
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<tr>
<td>7</td>
<td>MV0502</td>
<td>City of Mountain View</td>
<td>Mayfield Avenue Residential Redevelopment Project</td>
<td>Redevelopment of approx. 27 acres with up to 260 res. units, 3.62 acres of public park and ped. tunnel under Central Expressway</td>
<td>Master Plan (revised from earlier approved project)</td>
<td>Y</td>
<td><em>VTA comments on 2006 DEIR for prior project proposal: Site design; street design; trip reduction; parking; bicycle facilities; pedestrian safety</em></td>
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<tr>
<td>Map No.</td>
<td>CMP ID</td>
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<td>Project Name/Location</td>
<td>Project Description</td>
<td>Document Type</td>
<td>Comments this quarter?</td>
<td>Approved this quarter?</td>
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<td>8</td>
<td>MV0905</td>
<td>City of Mountain View</td>
<td>San Antonio Center / 455 San Antonio Road at El Camino Real</td>
<td>Amendments to the San Antonio Center Precise Plan, plus project to demolish 222k sf retail and replace it with 311k sf retail and 350 housing units on 16 acres</td>
<td>DEIR/FEIR</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td>9</td>
<td>MV1103</td>
<td>City of Mountain View</td>
<td>West Middlefield Road Rowhouse Project</td>
<td>Planned United Development Permit and Tentative Subdivision Map for 32 residential units on 1.87 acres</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>10</td>
<td>MV1104</td>
<td>City of Mountain View</td>
<td>580 East Middlefield Office</td>
<td>Rezoning to allow construction of 97.5k sf of office space, replacing 33k sf of industrial</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>11</td>
<td>PA0702</td>
<td>City of Palo Alto</td>
<td>Stanford University Medical Center Facilities Renewal and Replacement Project/SE corner of Sand Hill Rd. and El Camino Real</td>
<td>Replacement and expansion of facilities for the Stanford University Medical Center (SUMC)</td>
<td>DEIR/FEIR, TIA</td>
<td>Y</td>
<td></td>
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<tr>
<td>12</td>
<td>PA1101</td>
<td>City of Palo Alto</td>
<td>Park Plaza</td>
<td>84 dwelling units and 50,467 sf of R &amp; D space on 2.41 net acres</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
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<tr>
<td>13</td>
<td>PA1102</td>
<td>City of Palo Alto</td>
<td>2585 East Bayshore Conditional Use Permit</td>
<td>Conditional Use Permit for an after-school learning center for up to 200 students, that would occupy an existing vacant office building</td>
<td>TIA</td>
<td>Y</td>
<td></td>
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<tr>
<td>Map No.</td>
<td>CMP ID</td>
<td>Lead Agency</td>
<td>Project Name/Location</td>
<td>Project Description</td>
<td>Document Type</td>
<td>Comments this quarter?</td>
<td>Approved this quarter?</td>
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<tr>
<td>14</td>
<td>SC1102</td>
<td>City of Santa Clara</td>
<td>Carden Academy Relocation Project / NE corner of San Tomas &amp; Homestead</td>
<td>Use Permit to allow educational classrooms for a private K-8 school with up to 240 students, in addition to an existing church, for a two-year period</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td></td>
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<tr>
<td>15</td>
<td>SJ0517</td>
<td>City of San José</td>
<td>Plaza at Evergreen / South of Quimby Rd. west of Capitol Expwy</td>
<td>PD Rezoning for Retail/Commercial on 29.5 AC</td>
<td>PD Rezoning</td>
<td>Y</td>
<td></td>
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<tr>
<td>16</td>
<td>SJ1003</td>
<td>City of San José</td>
<td>Coleman Soccer Fields / East of Brokaw Rd.</td>
<td>Construction of four municipal soccer fields and associated facilities</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
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<tr>
<td>17</td>
<td>SJ1101</td>
<td>City of San José</td>
<td>Sun Garden Retail Project / East side of Monterey Rd. south of Alma Avenue</td>
<td>General Plan Amendment and PD Zoning to allow up to 257,296 s.f. of new retail buildings on 19.75 acres</td>
<td>DEIR, TIA</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>18</td>
<td>SJ1105</td>
<td>City of San José</td>
<td>Vendome Place</td>
<td>PD Rezoning for additional 100 housing units for total buildout of 500 multi-family housing units on 2.8 acres</td>
<td>PD Rezoning</td>
<td>Y</td>
<td></td>
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<tr>
<td>19</td>
<td>SJ1106</td>
<td>City of San José</td>
<td>Coyote Creek Trail Master Plan</td>
<td>Master Plan for the construction of a 4.1 mile segment of the trail including 5 pedestrian bridges, 10 undercrossings, and other elements</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td></td>
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<tr>
<td>20</td>
<td>SJ1107</td>
<td>City of San José</td>
<td>Sewer Interceptor Phase VIA</td>
<td>Construction of a new 72-inch and 84-inch sewer interceptor in Commercial St. and North Fourth St.</td>
<td>Initial Study/ Mitigated Neg. Dec.</td>
<td>Y</td>
<td></td>
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</table>
## PROACTIVE QUARTERLY STATUS REPORT

### GLOSSARY

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>A</td>
<td>Agriculture Zoning District</td>
</tr>
<tr>
<td>ABAG</td>
<td>Association of Bay Area Governments</td>
</tr>
<tr>
<td>ABC</td>
<td>Across Barrier Connections</td>
</tr>
<tr>
<td>AC</td>
<td>Acre(s)</td>
</tr>
<tr>
<td>ACE</td>
<td>Altamont Commuter Express</td>
</tr>
<tr>
<td>A(PD)</td>
<td>Planned Development Zoning District</td>
</tr>
<tr>
<td>BART</td>
<td>Bay Area Rapid Transit</td>
</tr>
<tr>
<td>BMPs</td>
<td>Best Management Practices</td>
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<tr>
<td>BRT</td>
<td>Bus Rapid Transit</td>
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<tr>
<td>BTG</td>
<td>Bicycle Technical Guidelines</td>
</tr>
<tr>
<td>CDT</td>
<td>Community Design &amp; Transportation</td>
</tr>
<tr>
<td>CG</td>
<td>Commercial General Zoning District</td>
</tr>
<tr>
<td>CI/C</td>
<td>Combined Industrial/Commercial</td>
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<tr>
<td>CMP</td>
<td>Congestion Management Program</td>
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<tr>
<td>CSA</td>
<td>Construction Staging Area</td>
</tr>
<tr>
<td>CUP</td>
<td>Conditional Use Permit</td>
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<tr>
<td>CWC</td>
<td>Citizen Watchdog Committee</td>
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<tr>
<td>DASH</td>
<td>Downtown Area Shuttle</td>
</tr>
<tr>
<td>DC</td>
<td>Downtown Commercial Zoning District</td>
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<tr>
<td>DEIR</td>
<td>Draft Environmental Impact Report</td>
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<tr>
<td>DSM</td>
<td>Deep Soil Mix</td>
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<tr>
<td>DU/AC</td>
<td>Dwelling Units Per Acre</td>
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<tr>
<td>EIR</td>
<td>Environmental Impact Report</td>
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<tr>
<td>ER</td>
<td>Environmental Review</td>
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<tr>
<td>FAR</td>
<td>Floor Area Ratio</td>
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<tr>
<td>FEIR</td>
<td>Final Environmental Impact Report</td>
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<tr>
<td>FTF</td>
<td>Future Transit Facility</td>
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<td>GPA</td>
<td>General Plan Amendment</td>
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<tr>
<td>HDR</td>
<td>High Density Residential</td>
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<tr>
<td>HI</td>
<td>Heavy Industrial</td>
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<tr>
<td>HOV</td>
<td>High-Occupancy Vehicle</td>
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<tr>
<td>HSR</td>
<td>High-Speed Rail</td>
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<tr>
<td>IP</td>
<td>Industrial Park</td>
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<tr>
<td>IS</td>
<td>Initial Study</td>
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<tr>
<td>ITR</td>
<td>Industrial to Residential</td>
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<tr>
<td>ITS</td>
<td>Intelligent Transportation System</td>
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<tr>
<td>LI</td>
<td>Light Industrial</td>
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<td>LRT</td>
<td>Light Rail Transit</td>
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<td>LU/TD</td>
<td>Land Use/Transportation Diagram</td>
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<td>MCR</td>
<td>Monitoring and Conformance Report</td>
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<td>MDR</td>
<td>Medium Density Residential</td>
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<tr>
<td>MM</td>
<td>Mitigation Measure</td>
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<td>MND</td>
<td>Mitigated Negative Declaration</td>
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<td>MTC</td>
<td>Metropolitan Transportation Commission</td>
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<td>MVHDR</td>
<td>Multifamily Very High Density Residential</td>
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<tr>
<td>ND</td>
<td>Negative Declaration</td>
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<tr>
<td>NOI</td>
<td>Notice of Intent</td>
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<td>NOP</td>
<td>Notice of Preparation</td>
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<td>NPDES</td>
<td>National Pollution Discharge Elimination System</td>
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<td>PCC</td>
<td>Portland Concrete Cement</td>
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<td>PDR</td>
<td>Planned Development Rezoning</td>
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<tr>
<td>PE</td>
<td>Preliminary Engineering</td>
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<tr>
<td>PPOS</td>
<td>Public Park/Open Space</td>
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<td>PTG</td>
<td>Pedestrian Technical Guidelines</td>
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<tr>
<td>PUD</td>
<td>Planned Urban Development</td>
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<tr>
<td>R&amp;D</td>
<td>Research &amp; Development</td>
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<tr>
<td>R-M</td>
<td>Multi-Family Residential Zoning</td>
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<tr>
<td>ROW</td>
<td>Right-Of-Way</td>
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<td>RVHD</td>
<td>Residential Very High Density</td>
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<tr>
<td>RZ</td>
<td>Rezoning</td>
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<tr>
<td>SAR</td>
<td>Site and Architectural Review</td>
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<td>SCVWD</td>
<td>Santa Clara Valley Water District</td>
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<tr>
<td>SDP</td>
<td>Site Development Permit</td>
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<tr>
<td>SF</td>
<td>Square Foot</td>
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<tr>
<td>SFR</td>
<td>Single Family Residences</td>
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<tr>
<td>SPA</td>
<td>Specific Plan Amendment</td>
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<td>SPRR</td>
<td>Southern Pacific Railroad</td>
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<td>SVRT</td>
<td>Silicon Valley Rapid Transit</td>
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<td>SVRTC</td>
<td>Silicon Valley Rapid Transit Corridor</td>
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<td>SWPPP</td>
<td>Storm Water Pollution Prevention Program</td>
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<td>TCE</td>
<td>Temporary Construction Easement</td>
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<td>Transit Corridor Residential</td>
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<tr>
<td>TIA</td>
<td>Transportation Impact Analysis</td>
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<tr>
<td>TIA NF</td>
<td>Transportation Impact Analysis Notification Form</td>
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<td>TM</td>
<td>Tentative Map</td>
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<tr>
<td>TOD</td>
<td>Transit-Oriented Development</td>
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<tr>
<td>UB</td>
<td>Utility Box</td>
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<td>UPRR</td>
<td>Union Pacific Railroad</td>
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### Additional Notes
- **PCC**: Portland Concrete Cement
- **ABAG**: Association of Bay Area Governments
- **MTC**: Metropolitan Transportation Commission
- **MVHDR**: Multifamily Very High Density Residential
- **ND**: Negative Declaration
- **NOP**: Notice of Preparation
- **NPDES**: National Pollution Discharge Elimination System
- **PCC**: Portland Concrete Cement
- **PDR**: Planned Development Rezoning
- **PE**: Preliminary Engineering
- **PPOS**: Public Park/Open Space
- **PTG**: Pedestrian Technical Guidelines
- **PUD**: Planned Urban Development
- **R&D**: Research & Development
- **R-M**: Multi-Family Residential Zoning
- **ROW**: Right-Of-Way
- **RVHD**: Residential Very High Density
- **RZ**: Rezoning
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, Ristow, Chief Engineering & Construction Officer, Robinson

SUBJECT: VTP Highway Program Semi-Annual Report

FOR INFORMATION ONLY

DISCUSSION:

Please find attached the Semi-Annual Report for the VTP Highway Program for the period ending April 30, 2011. We look forward to your continued feedback on this report as the VTP Highway Program moves forward.

STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

The Congestion Management Program & Planning Committee received this item on its August 18, 2011 Consent Agenda. There was no discussion on this item, and the Committee moved to place it on the Consent Agenda for the September 1, 2011 Board meeting.

The Citizens Advisory Committee, the Technical Advisory Committee and the Policy Advisory Committee also received this item as part of their August 2011 agendas.

Prepared By: John Rowe
Memo No. 2944
Semi-Annual Report
April 2011
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<td>Route 85 Express Lanes</td>
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<td>4.</td>
<td>US 101 Express Lanes</td>
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A. **APPENDIX – COST ESTIMATE CLASSES** A-1
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SECTION 1

EXECUTIVE SUMMARY
SECTION 1 – EXECUTIVE SUMMARY

A. BACKGROUND

The VTP Highway Program includes projects from the currently approved long range countywide transportation plan for Santa Clara County. The VTP is developed by VTA, and projects must be included in the plan as a prerequisite for eligibility to receive Federal, State, regional and local discretionary fund programming. One hundred percent of VTP Highway Program expenditures are funded by grants (Federal, State, regional or local) or other local funding. No VTA funds are required for these projects, except where noted.
B. EXECUTIVE SUMMARY

The Valley Transportation Plan (VTP) Highway Program consists of potentially over $1 billion of highway improvement projects currently in various phases from conceptual study to construction. The projects are located throughout Santa Clara County (and adjoining areas) and seek to improve key elements of the highway transportation system, utilizing a variety of funding sources.

Funding is a key issue for many of the highway projects. VTA, acting as the CMA for Santa Clara County, must assemble a number of funding sources in order to advance each project through its various phases to completion. As a consequence, in this report we refer to several terms associated with a project’s funding level. These terms, arranged in order of increasing certainty of funding availability, are as follows:

1. **Estimated Cost** – An estimate of the total cost of a project given the currently known scope and configuration of the project. For early stage projects, this estimate may be based on very conceptual information and, therefore, has associated with it a high level of uncertainty and a correspondingly low level of accuracy. In the individual project information sheets, we have included the “Estimate Class” in order to give an idea of the level of uncertainty associated with the estimated cost. A more detailed discussion of this topic is included in the appendix.

2. **Identified Funding** – Funding identified as being ultimately available from project funding agencies to complete the work, as of the writing of this report. Depending on the stage of the project, the identified funding may be less than the estimated cost of a project. In such cases, we use the term “To Be Determined” (TBD) funding to describe the difference between the estimated cost and identified funding.

3. **Appropriation** - The most recent Adopted Budget includes appropriations, based on an estimate of expenditures during fiscal years 2010 and 2011, for various VTP Highway Program projects. Since these projects can run beyond FY11, the appropriation amount is only a time-constrained slice of total estimated expenditures.

4. **Secured Funding** – Funding that has been committed by funding agencies and is now available to VTA for project expenditures. In many cases, secured funding is at a lower level than the appropriation in the Adopted Budget. For these projects, it is anticipated that additional funding may be secured during the FY10/11 period. It is important to note that, regardless of the level of appropriation, actual expenditures will not exceed secured funding at any time.
Figure 1.1 shows the total estimated cost of all projects contained in this report, broken down by the currently identified funding sources.

![Figure 1.1: VTP Highway Program Identified Funding Sources](image)

Note the large proportion of funding shown in Figure 1.1 that is designated as “To Be Determined.” Clearly, significant sources of federal, state, and/or local funding will be required to complete many of these projects. VTA’s strategy continues to be to advance a number of projects through the early (and relatively low-cost) stages of project development so that they will be ready to take advantage of funding that may become available in the future.

“To Be Determined” funding increased by $700 million as compared to the last edition of this report. This is due to the **Route 152 Trade Corridor** project estimate, which has increased substantially.

Figure 1.2, on the next page, shows the projects categorized by phase of development, and shows what portion of the estimated cost has been identified for each project.
Figure 1.2

VTP Highway Projects Identified Funding Levels

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Portion of Estimated Cost For Which Funding Has Been Identified**</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Conceptual Study Projects</strong>*</td>
<td></td>
</tr>
<tr>
<td>El Camino Real/Route 85/237/Middlefield</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Environmental/Preliminary Engineering</strong></td>
<td></td>
</tr>
<tr>
<td>Freeway Performance Initiative</td>
<td>50%</td>
</tr>
<tr>
<td>Route 152 Trade Corridor</td>
<td>100%</td>
</tr>
<tr>
<td>US 101 Widening - Monterey Road to Route 129</td>
<td>&lt;1%</td>
</tr>
<tr>
<td>US 101 De La Cruz Boulevard/Trimble Road</td>
<td>1%</td>
</tr>
<tr>
<td>Mary Avenue Extension</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Projects in Final Design (PS&amp;E)</strong></td>
<td></td>
</tr>
<tr>
<td>US 101 Capitol Expwy – Yerba Buena Interchange</td>
<td>50%</td>
</tr>
<tr>
<td>US 101 Aux Lanes – Embarcadero to Route 85 (CMIA)</td>
<td>100%</td>
</tr>
<tr>
<td>I-880 HOV Widening (CMIA)</td>
<td></td>
</tr>
<tr>
<td>I-880/I-280/Stevens Creek Improvements (CMIA)</td>
<td></td>
</tr>
<tr>
<td>Route 237 Planting</td>
<td></td>
</tr>
<tr>
<td><strong>Projects Under Construction</strong></td>
<td></td>
</tr>
<tr>
<td>US 101 Improvements - I-280 to Yerba Buena (CMIA)</td>
<td>50%</td>
</tr>
<tr>
<td>Route 87 Planting</td>
<td>100%</td>
</tr>
<tr>
<td>Ramp Metering Implementation</td>
<td></td>
</tr>
<tr>
<td><strong>Silicon Valley Express Lanes</strong></td>
<td></td>
</tr>
<tr>
<td>Route 237/I-880 Express Connectors</td>
<td>0%</td>
</tr>
<tr>
<td>Route 85 Express Lanes</td>
<td>50%</td>
</tr>
<tr>
<td>US 101 Express Lanes</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Estimated cost for projects in the Conceptual Study category includes only the conceptual study.
Estimated cost for projects in other categories covers entire scope through construction.

** (Identified Funding) / (Estimated Cost) x 100%
See page 1-3 for definitions of Identified Funding and Estimated Cost
By way of a brief progress report, during the six month period covered by this report:

- Work on a new project, **Freeway Performance Initiative**, started during the report period. VTA, at the request of MTC, will act as the project manager to design proposed freeway improvements including on and off ramp widening, additional on and off ramp metering, and other Intelligent Transportation Systems (ITS) to increase capacity on six freeway corridors within Santa Clara County.

- On the **US 101 Improvements - I-280 to Yerba Buena Road** project, the construction contract was awarded in late 2010 to RGW Construction, Inc. The targeted completion date is early 2012.

- On the **Route 237/I-880 Express Connectors** project, an advance sign structure procurement package was awarded in March 2011. The civil construction package was advertised for bids on May 11, 2011. Construction is forecast to begin in August 2011 and be completed in December 2011.

- On the **US 101 Express Lanes** project, work began on the initial phase of the Project Approval/Environmental Document (PA/ED) in December 2010.

### C. SECURED FUNDING

Figure 1.3 shows the prior and current period appropriations for the VTP Highway projects. Changes in secured funding during the report period are discussed below.

**Changes in Secured Funding**

1. **Conceptual Study Projects**

   Secured funding remains unchanged at $0.8 million.

2. **Projects in the Environmental/Preliminary Engineering Phase**

   The secured funding increased by a total of $1.9 million to a new total of $15.3 million due to the following:

   a. Work on the **Freeway Performance Initiative** project began during the reporting period, and is being added to the report. The project has a secured budget of $1.6 million in Federal funds.

   b. Secured funding for the **Route 152 Trade Corridor** increased by $0.15 million to a new total of $5.75 million as additional Local Program Reserve funding was released for expenditure.

   c. Secured funding for the **US 101 De La Cruz Blvd/Trimble Rd** project increased by $0.15 million to a new total of $0.85 million as additional City of San Jose funding was made available to complete the environmental phase.
C. SECURED FUNDING, Continued

3. Projects in Final Design (PS&E)

Secured funding decreased by a net of $5.2 million to a new total of $46.3 million due to the following:

a. $1.4 million in Local Program Reserve savings were realized on the **US 101 Auxiliary Lanes - Embarcadero to Rt. 85** project as the project approaches completion of the design and right-of-way phases.

b. $2.4 million in Local Program Reserve savings were realized on the **I-880 HOV Widening** project as the project nears completion of design and right-of-way phases.

c. An additional tranche of Federal Earmark funding was secured, which added $0.6 million of funding to the **I-880/I-280/Stevens Creek Improvements** project.

d. $2.0 million of City of Milpitas funds are no longer expected to be made available to VTA on the **Route 237 Planting** project, so the project scope has been radically downsized.

4. Projects Under Construction

Secured funding remains unchanged at $53.8 million.

5. Silicon Valley Express Lanes

The secured funding increased by a net $5.4 million to a new total of $23.8 million due to the following:

a. $1.5 million in additional Local Program reserve funds were added to **SR237/I-880 Express Connectors** to address an increased cost estimate.

b. $0.4 million in Local Program Reserve savings were realized on **Route 85 Express Lanes**, as the scope of the project was reduced from taking the project through design completion to only pursuing environmental clearance.

c. $4.2 million in Local Program Reserve funds were transferred to the **US 101 Express Lanes** project. These funds were realized from savings on the US 101 Auxiliary Lanes and I-880 HOV Lanes projects and from the above-mentioned Route 85 Express Lanes de-scoping.

The following projects have been removed from this report:

- Route 152/156 Interchange
- I-880/Coleman Avenue Planting
## Figure 1.3

### VTP Highway Program Secured Funding

<table>
<thead>
<tr>
<th>Project/Category</th>
<th>a</th>
<th>b</th>
<th>c = (b - a)</th>
<th>d</th>
</tr>
</thead>
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<tr>
<td><strong>Conceptual Study Projects</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>El Camino Real/Route 85/237/Middlefield</td>
<td>$0.8</td>
<td>$0.8</td>
<td>$0.0</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.8</td>
<td>$0.8</td>
<td>$0.0</td>
<td></td>
</tr>
<tr>
<td><strong>Projects in the Environmental/Preliminary Engineering Phase</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freeway Performance Initiative</td>
<td>$0.0</td>
<td>$1.6</td>
<td>$1.6</td>
<td>2.a</td>
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<tr>
<td>Route 152 Trade Corridor</td>
<td>$5.6</td>
<td>$5.8</td>
<td>$0.2</td>
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<tr>
<td>US 101 Widening - Monterey Rd to Route 129</td>
<td>$5.5</td>
<td>$5.5</td>
<td>$0.0</td>
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<tr>
<td>US101 De La Cruz Blvd/Trimble Rd</td>
<td>$0.7</td>
<td>$0.9</td>
<td>$0.2</td>
<td>2.e</td>
</tr>
<tr>
<td>Mary Avenue Extension</td>
<td>$1.6</td>
<td>$1.6</td>
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<td><strong>Projects In Final Design (PS&amp;E)</strong></td>
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<td></td>
<td></td>
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<tr>
<td>US 101 Capitol Expressway-Yerba Buena Interchange</td>
<td>$4.4</td>
<td>$4.4</td>
<td>$0.0</td>
<td></td>
</tr>
<tr>
<td>US 101 Auxiliary Lanes - Embarcadero to Rt. 85 (CMIA)</td>
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<td>$15.7</td>
<td>($1.4)</td>
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<td>I-880/I-280/Stevens Creek Improvements (CMIA)</td>
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<td>$7.7</td>
<td>$0.6</td>
<td>3.c</td>
</tr>
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<td>Route 237 Planting</td>
<td>$3.3</td>
<td>$1.3</td>
<td>($2.0)</td>
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<td>$46.3</td>
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<td>$4.9</td>
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<td>5.a</td>
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<td>Rt 85 Express Lanes</td>
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<td>$4.9</td>
<td>($0.4)</td>
<td>5.b</td>
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<td>US 101 Express Lanes</td>
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<td>$4.6</td>
<td>$4.2</td>
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<td><strong>Total</strong></td>
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D. INCURRED COSTS

Figure 1.4 below shows the incurred costs for the VTP Highway Program at the beginning and end of the period as well as the percent of the project appropriation incurred as of April 30, 2011.

**Figure 1.4**

VTP Highway Program Incurred Costs

<table>
<thead>
<tr>
<th>Project/Category</th>
<th>a - Incurred Costs Through Oct-10</th>
<th>b - Incurred Costs Through Apr-11</th>
<th>c - (b - a) Incurred Costs This Period</th>
<th>d - Percent of Secured Funding Incurred Apr-11</th>
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<tr>
<td><strong>Conceptual Study Projects</strong></td>
<td>$0.6</td>
<td>$0.6</td>
<td>$0.0</td>
<td>81.4%</td>
</tr>
<tr>
<td>El Camino Real/Route 85/237/Middlefield</td>
<td>$0.6</td>
<td>$0.6</td>
<td>$0.0</td>
<td>81.4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$0.6</td>
<td>$0.6</td>
<td>$0.0</td>
<td>81.4%</td>
</tr>
<tr>
<td><strong>Projects in the Environmental/Preliminary Engineering Phase</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freeway Performance Initiative</td>
<td>$0.0</td>
<td>$0.0</td>
<td>$0.0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Route 152 Trade Corridor</td>
<td>$2.1</td>
<td>$4.0</td>
<td>$1.9</td>
<td>69.6%</td>
</tr>
<tr>
<td>US 101 Widening - Monterey Rd to Route 129</td>
<td>$5.2</td>
<td>$5.3</td>
<td>$0.0</td>
<td>95.9%</td>
</tr>
<tr>
<td>US101 De La Cruz Blvd/Trimble Rd</td>
<td>$0.5</td>
<td>$0.5</td>
<td>$0.0</td>
<td>62.0%</td>
</tr>
<tr>
<td>Mary Avenue Extension</td>
<td>$1.0</td>
<td>$1.0</td>
<td>$0.0</td>
<td>65.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<td>$10.8</td>
<td>$1.9</td>
<td>71.1%</td>
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<td><strong>Projects In Final Design (PS&amp;E)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>US 101 Capitol Expressway - Yerba Buena Interchange</td>
<td>$0.7</td>
<td>$1.3</td>
<td>$0.6</td>
<td>30.6%</td>
</tr>
<tr>
<td>US 101 Auxiliary Lanes - Embarcadero to Rt. 85 (CMIA)</td>
<td>$11.6</td>
<td>$12.9</td>
<td>$1.3</td>
<td>82.6%</td>
</tr>
<tr>
<td>I-880 HOV Widening (CMIA)</td>
<td>$10.5</td>
<td>$14.6</td>
<td>$4.2</td>
<td>84.7%</td>
</tr>
<tr>
<td>I-880/I-280/Stevens Creek Improvements (CMIA)</td>
<td>$4.8</td>
<td>$6.0</td>
<td>$1.2</td>
<td>77.7%</td>
</tr>
<tr>
<td>Route 237 Planting</td>
<td>$0.6</td>
<td>$0.6</td>
<td>$0.0</td>
<td>50.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$28.2</td>
<td>$35.6</td>
<td>$7.3</td>
<td>76.7%</td>
</tr>
<tr>
<td><strong>Projects Under Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>US 101 Improvements I-280 to Yerba Buena (CMIA)</td>
<td>$8.4</td>
<td>$8.8</td>
<td>$0.4</td>
<td>86.1%</td>
</tr>
<tr>
<td>Route 87 Planting</td>
<td>$4.2</td>
<td>$4.4</td>
<td>$0.1</td>
<td>89.3%</td>
</tr>
<tr>
<td>Ramp Metering Implementation</td>
<td>$1.7</td>
<td>$1.9</td>
<td>$0.2</td>
<td>93.4%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$14.3</td>
<td>$15.1</td>
<td>$0.8</td>
<td>87.9%</td>
</tr>
<tr>
<td><strong>Silicon Valley Express Lanes Program</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SVEL Program Development</td>
<td>$2.9</td>
<td>$2.9</td>
<td>$0.0</td>
<td>98.9%</td>
</tr>
<tr>
<td>SR237/I-880 Express Connectors</td>
<td>$2.6</td>
<td>$4.0</td>
<td>$1.5</td>
<td>35.8%</td>
</tr>
<tr>
<td>Rt 85 Express Lanes</td>
<td>$0.6</td>
<td>$1.7</td>
<td>$1.1</td>
<td>34.9%</td>
</tr>
<tr>
<td>US 101 Express Lanes</td>
<td>$0.0</td>
<td>$0.1</td>
<td>$0.1</td>
<td>1.6%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6.1</td>
<td>$8.8</td>
<td>$2.7</td>
<td>36.8%</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>$58.1</td>
<td>$70.8</td>
<td>$12.7</td>
<td>68.6%</td>
</tr>
</tbody>
</table>
Figure 1.5 - VTP Highway Program Overview Map
SECTION 2

PROJECT SUMMARY REPORTS
VTP HIGHWAY PROJECT SUMMARY REPORTS

A. CONCEPTUAL STUDY PROJECTS
   1. El Camino Real/Route 85/237/Middlefield

B. PROJECTS IN THE ENVIRONMENTAL/PRELIMINARY ENGINEERING PHASE
   1. Freeway Performance Initiative
   2. Route 152 Trade Corridor
   3. US 101 Widening - Monterey Road to Route 129
   4. US 101 De La Cruz Boulevard/Trimble Road Interchange
   5. Mary Avenue Extension

C. PROJECTS IN FINAL DESIGN (PS&E)
   1. US 101 Capitol Expressway – Yerba Buena Interchange
   2. US 101 Auxiliary Lanes – Embarcadero to Route 85 (CMIA)
   3. I-880 HOV Widening (CMIA)
   4. I-880/I-280/Stevens Creek Improvements (CMIA)
   5. Route 237 Planting

D. PROJECTS UNDER CONSTRUCTION
   1. US 101 Improvements - I-280 to Yerba Buena Road (CMIA)
   2. Route 87 Planting
   3. Ramp Metering Implementation

E. SILICON VALLEY EXPRESS LANES PROGRAM
   1. Program Overview
   2. Route 237/I-880 Express Connectors
   3. Route 85 Express Lanes
   4. US 101 Express Lanes
VTP Highway Projects

El Camino Real/Route 85/237/Middlefield

Estimated Cost:
$0.75 million (Conceptual Study)

Appropriation through FY 11:
$2.0 million

Secured Funding to Date:
$0.75 million

Year of Completion: 2012
(Conceptual Study)

Project Manager: Darrell Vice
Designer: Nolte Associates

Project Description:

Note: The description and funding indicated are solely for the production of a Project Study Report-Project Development Support (PSR-PDS). Any project arising from the Project Study Report will be defined and scoped separately.

Perform Conceptual Studies and prepare a PSR-PDS for improvements on Route 85 and Route 237. Possible alternatives include operational improvements to the El Camino Real/Route 85 Interchange, auxiliary lanes on Route 85 from El Camino Real to the Route 85 / Route 237 Interchange, and operational improvements at the Middlefield Road / Route 237 Interchange.

Project Status:

The footprint of the ultimate Route 85/Route 237 interchange has been determined, and a range of options for projects which could be advanced within the study area has been identified. The draft Preliminary Environmental Analysis Report (PEAR) and Preliminary Geotechnical Report have been prepared and traffic studies are ongoing.

Project team is developing a project development strategy to review with the City of Mountain View that allows the project to move forward, despite the current suspension of Caltrans oversight.

Project Schedule:

A revised schedule for completion will be identified once Caltrans oversight support resources have been re-established.
## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance d = (a - c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>750</td>
<td>750</td>
<td>611</td>
<td>139</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>750</strong></td>
<td><strong>750</strong></td>
<td><strong>611</strong></td>
<td><strong>139</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred: 81%
Secured Funding Committed: 100%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meas B Swap</td>
<td>$0.50</td>
<td>$0.50</td>
</tr>
<tr>
<td>Local (Mountain View)</td>
<td>0.25</td>
<td>0.25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.75</strong></td>
<td><strong>$0.75</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified.
VTP Highway Projects

Freeway Performance Initiative

Estimated Cost: $1.6 million

Appropriation through FY 11:
$1.6 million

Secured Funding to Date:
$1.6 million

Year of Completion:
2012

Project Manager:
David Kobayashi

Designers:
URS Corporation
BKF Engineers

Project Description:
As part of MTC’s Freeway Performance Initiative, this program will include a variety of projects to improve highway operations along six freeway corridors within Santa Clara County: Routes 87, 17, 237, I-280, I-880, and US 101.

VTA, at the request of MTC and Caltrans, will act as the project manager to design proposed freeway improvements including on- and off-ramp widening, additional on- and off-ramp metering, and other Intelligent Transportation Systems (ITS) to gain additional throughput on the existing freeway systems.

Project Status:
Project is funded through the environmental and design phases, with construction funding to be identified in the future.

Design contract negotiations with URS Corporation and BKF Engineers are underway.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>Mid 2011</td>
<td>Late 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>Early 2012</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Early 2013*</td>
<td>Mid 2014*</td>
<td>*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Mid 2014*</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Mid 2014*</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Funding not identified
schedule is tentative
## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>1,563</td>
<td>-</td>
<td>-</td>
<td>1,563</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,563</strong></td>
<td>-</td>
<td>-</td>
<td><strong>1,563</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred X
Secured Funding Committed X

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$1.6</td>
<td>$1.6</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$1.6</strong></td>
<td><strong>$1.6</strong></td>
</tr>
</tbody>
</table>

Federal 100%

Portion of Estimated Cost for which funding has been identified

**Typical Configuration of Freeway On-ramp Layout with Ramp Metering**
VTP Highway Projects  

Route 152 Trade Corridor

**Estimated Cost:** $1.7 billion

Estimate Class 5 (see appendix)

**Appropriation through FY 11:**

$5.75 million

**Secured Funding to Date:**

$5.75 million

**Year of Completion:**

2014 – PA/ED

**Project Manager:**

Darrell Vice

**Designer:** HDR

**Project Description:**

VTA, in coordination with Caltrans, is studying the development of an east-west trade and mobility corridor on Route 152 between US 101 and Route 99. This study was requested by CTC.

The study will evaluate highway improvements and financing strategies that could benefit the movement of goods throughout the corridor and the mobility of commuters. It includes evaluation of Route 152 realignment alternatives between US 101 and Route 156 to enhance travel safety and improve travel times while upgrading to expressway standards. Santa Clara, San Benito, Merced, and Madera Counties have joined together as the Mobility Partnership to provide guidance on the proposed realignment of the Route 152 segment.

Major improvements within Santa Clara County include: New Alignment of Route 152 from US 101 to Route 156, including the Route 25/US 101 interchange, safety and operational improvements from Route 156 to Pacheco Pass, and new Eastbound Pacheco Pass climbing lanes. The approximate cost of these improvements is estimated at $850 million.

Major improvements outside Santa Clara County may include: improvements to the Route 152/I-5 interchange, a Los Banos Bypass, improvements to the Route 152/US 99 interchange, and other safety and operational improvements along the corridor. The approximate cost of these improvements is estimated at $850 million.

**Project Status:**

HDR completed preparation of a draft Project Study Report (PSR), a draft Route 152 Trade Corridor Summary Report, as well as an assessment of the effort required to complete the Project Approval/Environmental Document for the corridor.

The Mobility Partnership has been expanded to include the four counties along the corridor: Santa Clara, San Benito, Merced, and Madera.

Presentations to project stakeholders continue, including to Caltrans Headquarters and District executive management as well as to CTC staff and commissioners.

HDR continues with Environmental Phase efforts in the areas of surveys and mapping, with early environmental technical studies.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Traffic &amp; Revenue Study/Environmental/PE Design &amp; Beyond</td>
<td>Early 2009 TBD</td>
<td>Mid 2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Pending Supplemental Financing
## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a</td>
<td>b</td>
<td>c</td>
<td>d = (a-c)</td>
</tr>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>5,735</td>
<td>5,472</td>
<td>4,003</td>
<td>1,732</td>
</tr>
<tr>
<td>Contingency</td>
<td>15</td>
<td>-</td>
<td>-</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,750</strong></td>
<td><strong>5,472</strong></td>
<td><strong>4,003</strong></td>
<td><strong>1,747</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 70%
Secured Funding Committed 95%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

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<thead>
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<tr>
<td>Local (Other)</td>
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<tr>
<td>State - STIP</td>
<td>5.00</td>
<td>2.80</td>
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<tr>
<td>TBD</td>
<td>1,690</td>
<td>-</td>
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<td><strong>Total</strong></td>
<td><strong>$1,700</strong></td>
<td><strong>$5.75</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified

Existing Route 152 Trade Corridor

P-0617
VTP Highway Projects

US 101 Widening - Monterey Road to Route 129

Estimated Cost: $450 million
   Estimate Class 4 (see appendix)

Appropriation through FY 11: $11.1 million

Secured Funding to Date: $5.5 million

Year of Completion: TBD

Project Manager: Darrell Vice

Designer: URS Corporation

Project Description:
The project proposes to widen US 101 from four to six lanes in Santa Clara and San Benito Counties to meet future traffic demands and to provide access control. The project also includes constructing a new interchange at the intersection of US 101 and Route 25, extending Santa Teresa Boulevard to connect to Route 25 at the Route 25/US 101 Interchange, and improvements on Route 25 required for the operation of the Route 25/US 101 interchange.

The project extends approximately 2.6 miles into San Benito County and approximately 4.1 miles into Santa Clara County. VTA is in partnership with San Benito Council of Government, Caltrans District 4, Caltrans District 5, local agencies and developers to deliver the project.

The project is contemplated to be delivered in two segments after completion of the environmental/PE phase. The first segment extends from the northern limit of the project to the US 101/Route 25 interchange. The second segment extends from just south of the US 101/Route 25 interchange to the US 101/Route 129 interchange.

The Route 25/US 101 Interchange reconstruction is a central element to both the US 101 Widening Project and the Route 152 Trade Corridor Project. The interchange construction is included in the description of both VTP Highway Project Descriptions as it is crucial to improve operations of both of the proposed projects.

Project Status:

Environmental/Preliminary Engineering: Work is underway on conceptual design and environmental clearance for the proposed US 101/Route 25 interchange and US 101 widening from Monterey Road to Route 129. The current studies are looking at access control, freeway alignment, right-of-way, utilities, and a new US 101/Route 25 interchange. The current budget will allow work to be completed through the Draft Environmental Document. Additional funding of approximately $0.75 million must be secured to complete the Environmental Document.

Project Schedule:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft Env./PE</td>
<td>Early 2007</td>
<td>Late 2011</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Doc.</td>
<td>Early 2012*</td>
<td>Late 2012*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>Late 2012*</td>
<td>Mid 2014*</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Late 2012*</td>
<td>Mid 2014*</td>
<td></td>
<td></td>
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<tr>
<td>Construction</td>
<td>Mid 2014*</td>
<td>Mid 2016*</td>
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<tr>
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<td>Late 2016*</td>
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<td>Closeout</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Funding not identified, schedule is tentative.
Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding (a)</th>
<th>Apr-11 Committed Costs (b)</th>
<th>Apr-11 Incurred Costs (c)</th>
<th>Secured Funding Balance (d = a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>68</td>
<td>68</td>
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<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
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<td>5,206</td>
<td>226</td>
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<td>Contingency</td>
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<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<td><strong>5,500</strong></td>
<td><strong>5,274</strong></td>
<td><strong>226</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred: 96%
Secured Funding Committed: 100%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$4.5</td>
<td>$4.5</td>
</tr>
<tr>
<td>Meas B Swap</td>
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<td>1.0</td>
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<tr>
<td>TBD</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$450.0</strong></td>
<td><strong>$5.5</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified: 99%
US 101 De La Cruz Boulevard/Trimble Road Interchange Improvements

**Estimated Cost:** $27 million

   Estimate Class 4 (see appendix)

**Appropriation through FY 11:**

   $4.9 million

**Secured Funding to Date:**

   $0.85 million

**Year of Completion:** TBD

**Project Manager:**

   David Kobayashi

**Designer:** Rajappan & Meyer Consulting Engineers, Inc.

**Project Description:**

   The project evaluates improvements to the US 101-De La Cruz Boulevard/Trimble Road interchange, including:

   - Replacing the existing US 101 overcrossing
   - Widening De La Cruz Blvd/Trimble Road to six travel lanes through the interchange limits
   - Reconstructing the southbound exit loop to a partial cloverleaf design and incorporating a new intersection on De La Cruz Boulevard
   - Adding a southbound auxiliary lane from De La Cruz Boulevard to the Route 87 exit ramp, depending on results of operational studies
   - Configuring interchange and surface street improvements for multi-modal uses, including pedestrian and bicycle users.

**Project Status:**

**Environmental/Preliminary Engineering:** Completion of a Project Study Report/Project Report and Environmental Document (State-CEQA only) for the interchange improvements in the City of San Jose are on hold due to Caltrans oversight staffing constraints, with the team targeting 2012 for completion of PA/ED.

   The City of San Jose has contributed an additional $150,000 to fund additional studies and engineering work required to complete the environmental phase.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
<td>Early 2007</td>
<td>Mid 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design &amp; Beyond</td>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Real Estate</td>
<td>-</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>850</td>
<td>720</td>
<td>527</td>
<td>323</td>
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<td>Contingency</td>
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<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>850</td>
<td>720</td>
<td>527</td>
<td>323</td>
</tr>
</tbody>
</table>

Secured Funding Incurred 62%
Secured Funding Committed 85%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
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</thead>
<tbody>
<tr>
<td>Local (San Jose)</td>
<td>$4.8</td>
<td>$0.9</td>
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<td>22.2</td>
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<tr>
<td>Total</td>
<td>$27.0</td>
<td>$0.9</td>
</tr>
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</table>

Portion of Estimated Cost for which funding has been identified

Approaching the bridge over US 101
Trimble/De La Cruz bridge from US 101 Northbound
Mary Avenue Extension

Estimated Cost: $72 million
  Estimate Class 4 (see appendix)

Appropriation through FY 09: $9.1 million

Secured Funding to Date: $1.6 million

Year of Completion: TBD

Project Manager: Margaret Simmons-Cross

Designer: BKF Engineers

Project Description:
Extend Mary Avenue across US 101 and Route 237 to improve traffic operations and circulation and access to the Moffett Industrial Park.

Mary Avenue runs from Homestead Road to Almanor Avenue in the City of Sunnyvale. The proposed 0.5-mile extension project will extend Mary Avenue northerly over US 101 and Route 237 to the Moffett Industrial Park area west of Mathilda Avenue.

The proposed roadway section includes four lanes, with bike lanes and sidewalks on both sides. The project will include a 0.25 mile structure spanning US 101, Route 237 and the VTA Light Rail Station north of Route 237. Impacts to the freeway system are anticipated to be limited to bridge support column placements in the rights-of-way of US 101 and Route 237.

Project Status:

Environmental/Preliminary Engineering: The Final Environmental Impact Report (EIR) was approved in October 2008. However, a recent Santa Clara County Superior Court ruling challenged the findings of the EIR. The City of Sunnyvale is currently working to revise the EIR following an unsuccessful attempt to appeal the decision. EIR updates would address additional traffic analysis, scenarios and republishing the DEIR, targeting late 2012 for the City of Sunnyvale Council Approval.

The combined Project Study Report/Project Report was finalized and approved by Caltrans in December 2009. The project is planned to move into the PS&E phase. It has not yet been determined who will administer and fund the next phase of work.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
<td>Mid 2005</td>
<td>Late 2009</td>
<td></td>
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<td></td>
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<td>Environmental Update/Re-publish</td>
<td>Mid 2011</td>
<td>Late 2012</td>
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<td></td>
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<td>Design &amp; Beyond</td>
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## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Real Estate</td>
<td>0.1</td>
<td>0.1</td>
<td>0.1</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>1,590</td>
<td>1,092</td>
<td>1,043</td>
<td>547</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,590</strong></td>
<td><strong>1,092</strong></td>
<td><strong>1,043</strong></td>
<td><strong>547</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 66%
Secured Funding Committed 69%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
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<tbody>
<tr>
<td>Meas B Swap</td>
<td>$0.25</td>
<td>$0.25</td>
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<tr>
<td>Local (Sunnyvale)</td>
<td>$5.37</td>
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<tr>
<td>TBD</td>
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<td>-</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$72.00</strong></td>
<td><strong>$1.59</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified

View along 11th Avenue

Mary Avenue and Almanor Avenue
### US 101 Capitol Expwy – Yerba Buena Interchange

**Estimated Cost:** $35.5 million  
Estimate Class 3 (see appendix)

**Appropriation through FY 11:**  
$4.4 million

**Secured Funding to Date:** $4.4 million

**Year of Completion:** TBD

**Project Manager:** Ven Prasad  
**Designer:** HMH Engineers

**Project Description:**
This project complements the US 101 Improvements – I-280 to Yerba Buena Road project (see page 2-25), and its environmental clearance was approved in the same environmental document as US 101 Improvements – I-280 to Yerba Buena Road.

This project will improve highway operations along US 101 by reducing congestion at the Capitol Expressway and Yerba Buena Road Interchanges. The anticipated improvements include:
- Modifying the Capitol Expressway Interchange from full cloverleaf to partial cloverleaf
- Extending the fifth southbound lane from north of Capitol Expressway to Yerba Buena Road
- Modifying the northbound on-ramp from Yerba Buena Road and constructing northbound slip on-ramp from northbound collector distributor road
- Adding a southbound auxiliary lane between Capitol Expressway and Yerba Buena Road
- Constructing two-lane southbound off-ramp to Yerba Buena Road

**Project Status:**

**PS&E:** HMH Engineers is proceeding with final design. 65% Design is expected in June 2011.

VTA has elected to focus on the design of the entire project, rather than follow a phased approach.

The project has been recommended by Caltrans for programming of about $31 million in CMIA project savings funds for construction starting in June 2012.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
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<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
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<tbody>
<tr>
<td>Design</td>
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<tr>
<td>Construction</td>
<td>Mid 2012*</td>
<td>Late 2013*</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

*Funding not identified, schedule is tentative.*
Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance d = (a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>300</td>
<td>-</td>
<td>-</td>
<td>300</td>
</tr>
<tr>
<td>Real Estate</td>
<td>225</td>
<td>10</td>
<td>-</td>
<td>235</td>
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<tr>
<td>Labor, Services and Support</td>
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<td>2,999</td>
<td>1,331</td>
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<tr>
<td>Contingency</td>
<td>44</td>
<td>-</td>
<td>-</td>
<td>44</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>4,356</strong></td>
<td><strong>3,009</strong></td>
<td><strong>1,331</strong></td>
<td><strong>3,025</strong></td>
</tr>
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</table>

Secured Funding Incurred 31%
Secured Funding Committed 69%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
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<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$2.8</td>
<td>$4.4</td>
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<tr>
<td>City of San Jose</td>
<td>1.6</td>
<td>-</td>
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<td>State (CMIA)</td>
<td>31.1</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$35.5</strong></td>
<td><strong>$4.4</strong></td>
</tr>
</tbody>
</table>

Current US 101-Capitol Expressway Interchange
**VTP Highway Projects**

**US 101 Auxiliary Lanes – Embarcadero Rd to Route 85**

**Estimated Cost:** $100.9 million  
Estimate Class 1 (see appendix)

**Appropriation through FY 11:**  
$102.3 million

**Secured Funding to Date:**  
$15.7 million

**Year of Completion:** 2013

**Project Manager:** Lam Trinh  
**Designer:** URS Corporation

**Project Description:**

Construct auxiliary lanes and extended dual HOV lanes in each direction of a 3.2 mile segment of US 101 between Route 85 in Mountain View and Embarcadero Road in Palo Alto.

This project has been selected by the California Transportation Commission (CTC) for construction funding through the Corridor Mobility Improvement Account (CMIA) Proposition 1B Funding Program.

**Project Status:**

**Environmental/Preliminary Engineering:** The Environmental Document and Project Study Report/Project Report were approved in July 2009.

**Final Design:** The final engineering design – Plans, Specifications, and Estimate (PS&E) – work is ongoing with final PS&E submitted for Caltrans review in November 2010.

**Construction and Right-of-Way:** Advertisement for bids is pending the sale of State bonds. VTA is coordinating early utility relocations through mid-2011. Efforts to obtain needed right-of-way for construction are underway to obtain right-of-way certification.

**Project Schedule:**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
<td>Mid 2007</td>
<td>Mid 2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>Mid 2009</td>
<td>Mid 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Mid 2009</td>
<td>Mid 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way Certification</td>
<td>Mid 2011</td>
<td>Early 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Bond Sale</td>
<td>Mid 2011</td>
<td>Early 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Early 2012</td>
<td>Early 2014</td>
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<td></td>
<td></td>
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<tr>
<td>Open to Traffic</td>
<td>Early 2014</td>
<td>Early 2014</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Early 2014</td>
<td>Mid 2015</td>
<td></td>
<td></td>
<td></td>
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</table>
Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance d = (a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>1,610</td>
<td>812</td>
<td>180</td>
<td>1,430</td>
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<td>Real Estate</td>
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<td>Contingency</td>
<td>49</td>
<td>-</td>
<td>-</td>
<td>49</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>15,670</strong></td>
<td><strong>14,092</strong></td>
<td><strong>12,940</strong></td>
<td><strong>2,730</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 83%
Secured Funding Committed 90%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

Funding (millions):

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<thead>
<tr>
<th>Funding Source</th>
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<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$15.7</td>
<td>$15.7</td>
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<tr>
<td>Local (LPR)</td>
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<td>State (CMIA)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$100.9</strong></td>
<td><strong>$15.7</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified

Double HOV lanes south of Old Middlefield Road

US 101 – Route 85 Interchange
Estimated Cost: $92.6 million
   Estimate Class 1 (see appendix)
Appropriation through FY 11: $95 million
Secured Funding to Date: $17.3 million
Year of Completion: 2013
Project Manager: Lam Trinh
Designer: Mark Thomas & Company, Inc.

Project Description:
This project will add a High Occupancy Vehicle (HOV) lane in each direction of 4.6 miles of Interstate 880 between US 101 in San Jose and Route 237 in the City of Milpitas.

This project has been selected by the California Transportation Commission (CTC) for construction funding through the Corridor Mobility Improvement Account (CMIA) Proposition 1B Funding Program.

Project Status:
Environmental/Preliminary Engineering: The Environmental Document and Project Report were approved in June 2009.

Final Design: The final engineering design – Plans, Specifications, and Estimate (PS&E) – package was submitted for Caltrans review in October 2010.

Construction and Right-of-Way: Advertisement for bids is pending the sale of State bonds. VTA is coordinating early utility relocations through mid-2011. Efforts to obtain needed right-of-way for construction are underway to obtain right-of-way certification.

Project Schedule:

<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
<td>Mid 2007</td>
<td>Mid 2009</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
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<td>Mid 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Mid 2009</td>
<td>Mid 2011</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way Certification</td>
<td>Mid 2011</td>
<td>Early 2012</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Bond Sale</td>
<td>Mid 2011</td>
<td>Early 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Construction</td>
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<td>Early 2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Early 2014</td>
<td>Early 2014</td>
<td></td>
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<td></td>
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## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance d = (a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>1,604</td>
<td>866</td>
<td>787</td>
<td>817</td>
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<td>Real Estate</td>
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<td>3,725</td>
<td>434</td>
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<td>Labor, Services and Support</td>
<td>11,055</td>
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<td>Contingency</td>
<td>482</td>
<td>-</td>
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<td>482</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>17,300</strong></td>
<td><strong>14,997</strong></td>
<td><strong>14,645</strong></td>
<td><strong>2,655</strong></td>
</tr>
</tbody>
</table>

- Secured Funding Incurred: 85%
- Secured Funding Committed: 87%

**NOTE:** All amounts are Year Of Expenditure dollars in $1,000's

## Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
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</thead>
<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$21.0</td>
<td>$17.3</td>
</tr>
<tr>
<td>State (CMIA)</td>
<td>71.6</td>
<td>-</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$92.6</strong></td>
<td><strong>$17.3</strong></td>
</tr>
</tbody>
</table>

- Local 23%
- State 77%

**Portion of Estimated Cost for which funding has been identified**

### Images:

- I-880/Brokaw Road Interchange
- I-880/Route 237 Interchange

P-0620
VTP Highway Projects

I-880/I-280/Stevens Creek Improvements

Estimated Cost: $150 - $200 million
   Estimate Class 3 (see appendix)

Appropriation through FY 11: $23.6 million

Secured Funding to Date: $7.7 million

Year of Completion: 2015

Project Manager: Ven Prasad

Designer: Mark Thomas & Company, Inc.

Project Description:
The project improves traffic operations, enhances safety, and improves access between the I-880 and I-280 freeway corridors, including modifications to the Route 17/I-280/I-880 freeway-to-freeway interchange itself, as well as to the two adjacent interchanges at I-880/Stevens Creek Boulevard. Specific improvements include:

- Reconfiguring the existing full cloverleaf I-880/Stevens Creek Boulevard Interchange to improve traffic flow in the interchange area by widening and realigning ramps, widening the overcrossing structure at Stevens Creek Boulevard over I-880, improving intersections, and providing enhanced access to pedestrians and bicyclists.

- Separating freeway-to-freeway traffic from local traffic by constructing a new direct connector from northbound I-280 to northbound I-880.

Project Status:

Environmental/Preliminary Engineering: Preliminary Engineering and conceptual design work for the project is ongoing. The Project Study Report and the Draft Project Report were approved in November 2010. A supplemental Draft Project Report and revised Draft Environmental Document were approved and circulated, with final Environmental Document approval planned in July 2011. The Draft Environmental Document was re-circulated due to a recent court decision (on the Mary Avenue project).

Final Design and preliminary Right-of-Way efforts are underway for the project.

The project has been recommended by Caltrans for programming of an initial $7.1 million in CMIA project savings funds for construction.

Project Schedule:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
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<td>Mid 2011</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Design PS&amp;E</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Early 2011</td>
<td>Mid 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Mid 2012</td>
<td>Late 2014</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Late 2014</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Early 2015</td>
<td>Late 2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance d = (a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>238</td>
<td>67</td>
<td>60</td>
<td>178</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>7,361</td>
<td>6,710</td>
<td>5,931</td>
<td>1,430</td>
</tr>
<tr>
<td>Contingency</td>
<td>115</td>
<td>-</td>
<td>-</td>
<td>115</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7,715</strong></td>
<td><strong>6,777</strong></td>
<td><strong>5,991</strong></td>
<td><strong>1,723</strong></td>
</tr>
</tbody>
</table>

- Secured Funding Incurred 78%
- Secured Funding Committed 88%

**NOTE:** All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$0.7</td>
<td>$0.7</td>
</tr>
<tr>
<td>Local (San Jose)</td>
<td>1.6</td>
<td>1.6</td>
</tr>
<tr>
<td>State (CMIA)</td>
<td>32.2</td>
<td>0.0</td>
</tr>
<tr>
<td>Federal (Earmark)</td>
<td>19.5</td>
<td>5.5</td>
</tr>
<tr>
<td>TBD (Future STIP, other)</td>
<td>100-150</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$150-200</strong></td>
<td><strong>$7.7</strong></td>
</tr>
</tbody>
</table>

**TBD** (Future STIP), other, Portion of Estimated Cost for which funding has been identified

**Arial View of Project Area**

**Northbound I-280 at Northbound I-880 Junction**
VTP Highway Projects

Route 237 Planting

Estimated Cost: $1.29 million
   Estimate Class 1 (see appendix)

Appropriation through FY 11:
   $3.29 million

Secured Funding to Date:
   $1.285 million

Year of Completion: TBD
   2011 (Construction)
   2012 (Plant Establishment)

Project Managers:
   Ven Prasad
   Stuart Bussian

Designers:
   Parsons Transportation
   Orsee Design

Project Description:
The project consists of landscape improvements in the City of Milpitas at Route 237 and McCarthy Boulevard Medians. Work will include tree planting, a recycled-water automatic irrigation system, and a 1-year plant establishment maintenance period. The follow-on 2-year plant establishment period will be handled separately.

Project Status:
Final Design (PS&E): Work is now underway to complete the design to bid-ready status and obtain an encroachment permit from Caltrans.

The project is being phased to coordinate with the I-880 HOV Widening project limits in the same corridor.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Design (PS&amp;E)</td>
<td>Early 2008</td>
<td>Mid 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planting</td>
<td>Mid 2011</td>
<td>Late 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Establishment</td>
<td>Early 2012</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
<th>d = (a-c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>300</td>
<td>-</td>
<td>-</td>
<td>300</td>
<td></td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>985</td>
<td>716</td>
<td>645</td>
<td>340</td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,285</strong></td>
<td><strong>716</strong></td>
<td><strong>645</strong></td>
<td><strong>640</strong></td>
<td></td>
</tr>
</tbody>
</table>

- **Secured Funding Incurred**: 50%
- **Secured Funding Committed**: 56%

**NOTE**: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local (Milpitas)</td>
<td>$1.29</td>
<td>$1.29</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1.29</strong></td>
<td><strong>$1.29</strong></td>
</tr>
</tbody>
</table>

**Portion of Estimated Cost for which funding has been identified**

---

**I-880/Route 237 Interchange**

**Typical Landscaping**
VTP Highway Projects

US 101 Improvements - I-280 to Yerba Buena Road

**Estimated Cost:** $42 million
   Estimate Class 1 (see appendix)

**Appropriation through FY 11:**
   $63 million

**Secured Funding to Date:** $10.2 million

**Year of Completion:** 2012

**Project Manager:** Ven Prasad

**Designer:** HMH Engineers

**Project Description:**

Improve operation on US 101 in east San Jose by adding a lane in the southbound direction from south of Story Road to north of Capitol Expressway and reconfigure the US 101/Tully Road interchange from the existing full cloverleaf to a partial cloverleaf interchange.

The balance of the operational improvements between Capital Expressway and Yerba Buena Road covered in the Environmental Document will be addressed in a separate project.

Additionally, the proposed project replaces the Tully Road Overcrossing. The project fully accommodates bicyclists and pedestrians with a bike lane and sidewalk on both sides along the full length of Tully Road.

This project has been selected by the California Transportation Commission (CTC) for partial funding through the Corridor Mobility Improvement Account (CMIA) Proposition 1B Funding Program.

**Project Status:**

**Construction:** The contract was awarded in late 2010 to RGW Construction, Inc. Construction is now underway on the initial phase to construct the southern half of the new Tully Road overcrossing. Construction of the northern half is scheduled to start in mid 2011. The targeted completion date is early 2012.

Utility relocations will continue through late 2011.

Construction administration is being conducted by Caltrans.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental/PE</td>
<td>Mid 2007</td>
<td>Early 2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>Early 2008</td>
<td>Early 2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Mid 2010</td>
<td>Early 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Early 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Early 2013</td>
<td>Late 2013</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a</td>
<td>b</td>
<td>c</td>
<td>d = (a - c)</td>
</tr>
<tr>
<td>Construction and Major Procurement</td>
<td>1,520</td>
<td>1,510</td>
<td>1,091</td>
<td>429</td>
</tr>
<tr>
<td>Real Estate</td>
<td>449</td>
<td>449</td>
<td>445</td>
<td>3</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>8,247</td>
<td>7,584</td>
<td>7,259</td>
<td>987</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10,215</strong></td>
<td><strong>9,543</strong></td>
<td><strong>8,795</strong></td>
<td><strong>1,420</strong></td>
</tr>
</tbody>
</table>

- Secured Funding Incurred: 86%
- Secured Funding Committed: 93%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>VTA Administered</th>
<th>Administered By Others</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meas A/STIP Swap</td>
<td>$5.9</td>
<td>$4.6</td>
<td>$1.3</td>
<td>$5.9</td>
</tr>
<tr>
<td>Meas B Swap</td>
<td>0.1</td>
<td>0.1</td>
<td>-</td>
<td>0.1</td>
</tr>
<tr>
<td>Local (CSJ)</td>
<td>6.6</td>
<td>4.0</td>
<td>2.6</td>
<td>6.6</td>
</tr>
<tr>
<td>Local (Other)</td>
<td>0.3</td>
<td>0.3</td>
<td>-</td>
<td>0.3</td>
</tr>
<tr>
<td>State (CMIA)</td>
<td>16.9</td>
<td>1.2</td>
<td>15.7</td>
<td>16.9</td>
</tr>
<tr>
<td>State (SHOPP)</td>
<td>1.2</td>
<td>-</td>
<td>1.2</td>
<td>1.2</td>
</tr>
<tr>
<td>Federal (ARRA)</td>
<td>4.1</td>
<td>-</td>
<td>4.1</td>
<td>4.1</td>
</tr>
<tr>
<td>Federal (Earmark)</td>
<td>7.2</td>
<td>-</td>
<td>7.2</td>
<td>7.2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$42.3</strong></td>
<td><strong>$10.2</strong></td>
<td><strong>$32.1</strong></td>
<td><strong>$42.3</strong></td>
</tr>
</tbody>
</table>

- Secured Funding Source Identified: $5.9
- Meas A/STIP Swap
- Administered: $4.6
- Administered By Others: $1.3
- Total: $5.9

- Meas B Swap: 0.1
- Administered: 0.1
- Total: 0.1

- Local (CSJ): 6.6
- Administered: 4.0
- Administered By Others: 2.6
- Total: 6.6

- Local (Other): 0.3
- Administered: 0.3
- Total: 0.3

- State (CMIA): 16.9
- Administered: 1.2
- Administered By Others: 15.7
- Total: 16.9

- State (SHOPP): 1.2
- Administered: 1.2
- Total: 1.2

- Federal (ARRA): 4.1
- Administered: 4.1
- Total: 4.1

- Federal (Earmark): 7.2
- Administered: 7.2
- Total: 7.2

- Total: $42.3
- Administered: $10.2
- Administered By Others: $32.1
- Total: $42.3

---

**Design Elements at US 101 / Tully Road Intersection**

- Wider 10-foot sidewalk
- Squared-up pedestrian friendly intersections for lower vehicle speed
- Combination of 11-foot and 12-foot lane widths
- Intersection bulb outs to decrease pedestrian crossing distance
- 6-foot wide continuous bike lanes

---

P-0519
Estimated Cost: $4.9 million

Estimate Class 1 (see appendix)

Appropriation through FY 11: 
$4.9 million

Secured Funding to Date: 
$4.9 million

Year of Completion:
2009 (Construction)
2012 (Plant Establishment)

Project Manager: Ven Prasad

Designer: BKF Engineers, Sugimura & Assoc.

Contractor: McGuire and Hester

Project Description:
The project consists of landscape improvements including replacement planting, automatic irrigation system, and erosion control work, with a 3-year plant establishment and maintenance period. The project extends from Capitol Expressway to Julian Street in Downtown San Jose, and includes four major interchanges: Capital Expressway, Curtner Avenue, Almaden Expressway, and Julian Street.

Project Status:
Construction: Construction started in August 2008 and was completed in October 2009, two months ahead of schedule.
The three-year Plant Establishment Phase runs from October 2009 through October 2012.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Design (PS&amp;E)</td>
<td>Mid 2006</td>
<td>Late 2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planting</td>
<td>Late 2008</td>
<td>Late 2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Establishment</td>
<td>Late 2009</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance $ a-c</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>3,400</td>
<td>3,275</td>
<td>3,018</td>
<td>382</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>1,470</td>
<td>1,366</td>
<td>1,333</td>
<td>137</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,870</strong></td>
<td><strong>4,641</strong></td>
<td><strong>4,351</strong></td>
<td><strong>519</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 89%
Secured Funding Committed 95%

**NOTE:** All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meas B Swap</td>
<td>$2.1</td>
<td>$2.1</td>
</tr>
<tr>
<td>Federal (STP Funds)</td>
<td>2.5</td>
<td>2.5</td>
</tr>
<tr>
<td>Federal (GARVEE)</td>
<td>0.3</td>
<td>0.3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4.9</strong></td>
<td><strong>$4.9</strong></td>
</tr>
</tbody>
</table>

Local 43%
Federal 57%

Portion of Estimated Cost for which funding has been identified 100%

Newly planted landscaping

P-0651
**Ramp Metering Implementation**

**Estimated Cost:**
$2.6 million

(see appendix)

**Appropriation through FY 11:**
$13.5 million

**Secured Funding to Date:**
$2.1 million

**Year of Completion:**
2012

**Project Manager:**
David Kobayashi

**Designer:**
Mark Thomas & Company

**Project Description:**
Implement ramp metering along Southbound US 101 between Embarcadero Road and De La Cruz Boulevard, the entire length of Route 87, and Southbound Route 85 between Almaden Expressway and Cottle Road during the AM and PM peak periods. Ramp metering improvements to the I-880 corridor between Route 237 and Interstate 280 were subsequently added and implemented. Caltrans has recently requested assistance with similar ramp metering improvements on the I-280 corridor between US 101 and I-880.

The goals of the project are to minimize overall corridor delay by managing access at on-ramps during peak commute periods, and to minimize the impact on local street traffic resulting from the implementation of ramp metering.

**Project Status:**
Ramp metering plans along the Route 87 and Route 85 corridors were implemented in the first half of 2009, and the “After” studies on these corridors to evaluate the effectiveness of the ramp metering to improve traffic operations have been completed.

“After” studies for ramp metering along the completed southbound US 101 and I-880 corridors are anticipated to be completed in late 2011.

Work is underway to develop new metering plans by the end of 2011 for I-280 ramps between US 101 and I-880 in support of ramp improvements being constructed by Caltrans.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US 101, Route 87, I-880, and Route 85</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>Early 2008</td>
<td>Late 2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Late 2008</td>
<td>Early 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation &amp; Closeout</td>
<td>Mid 2010</td>
<td>Late 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I-280 Corridor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>Mid 2011</td>
<td>Late 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Late 2011</td>
<td>Mid 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluation &amp; Closeout</td>
<td>Mid 2012</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Project Cost Element

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>219</td>
<td>191</td>
<td>191</td>
<td>27</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>1,829</td>
<td>1,815</td>
<td>1,725</td>
<td>104</td>
</tr>
<tr>
<td>Contingency</td>
<td>3</td>
<td>-</td>
<td>-</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,051</strong></td>
<td><strong>2,007</strong></td>
<td><strong>1,917</strong></td>
<td><strong>134</strong></td>
</tr>
</tbody>
</table>

- **Secured Funding Incurred**: 93%
- **Secured Funding Committed**: 98%

**NOTE:** All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (CMAQ)</td>
<td>$2.6</td>
<td>$2.1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2.6</strong></td>
<td><strong>$2.1</strong></td>
</tr>
</tbody>
</table>
**Estimated Cost:**

- **Initial Study** - $3 million, Estimate Class 1
- **237/880 Express Connector** - $11.3 million, Estimate Class 1
- **Route 85 Express Lanes** - $150 million, Estimate Class 5
- **US 101 Express Lanes** - $425 million, Estimate Class 5

See appendix for description of estimate classes

**Appropriation through FY 11:**

- $45 million

**Secured Funding to Date:**

- $24 million

**Year of Completion / Target Opening Year:**

- 237/880 Express Connectors - 2011
- Route 85 Express Lanes – 2014
- US 101 Express Lanes - 2016

**Project Managers:**

- 237/880 Express Connectors - Leo Scott
- Route 85 Express Lanes – Jane Yu
- US 101 Express Lanes – Lam Trinh

**Designers:**

- 237/880 Expr. Conn: PB Americas
- Route 85 & US 101: URS Corp

---

**Program Overview:**

The benefits of the Silicon Valley Express Lanes program include:

- **Increased efficiency of existing roadway** - Carpool lanes are underutilized and have the capacity to accommodate more vehicles. By encouraging transit and carpools, and allowing solo drivers to pay a fee to access the lanes, we can make more efficient use of existing roadways.

- **Option for reliable travel** - Through the use of dynamic pricing, VTA can manage the amount of traffic in the express lanes and maintain free-flowing speeds even when the general purpose lanes are congested. Motorists who choose to use the Express Lanes can count on reliable travel times.

- **Revenue reinvested in the corridor** - Tolls collected will be used to operate the lanes and for other transportation improvements in the Express Lanes corridors including transit.

Tolls for solo drivers will vary based on the level of congestion in the lanes, and will be adjusted to maintain a minimum speed of 45 miles per hour in the lanes. When traffic is light, toll prices are low. When congestion increases, toll prices go up to regulate the number of drivers entering the express lanes. The California Highway Patrol (CHP) will provide enforcement of express lanes using a combination of new technologies and visual checks for occupancy (as with HOV lanes).
Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>6,389</td>
<td>3,813</td>
<td>426</td>
<td>5,963</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>16,857</td>
<td>10,621</td>
<td>8,331</td>
<td>8,526</td>
</tr>
<tr>
<td>Contingency</td>
<td>555</td>
<td>-</td>
<td>-</td>
<td>555</td>
</tr>
<tr>
<td>Total</td>
<td>23,800</td>
<td>14,434</td>
<td>8,757</td>
<td>15,043</td>
</tr>
</tbody>
</table>

Secured Funding Incurred: 37%
Secured Funding Committed: 61%

NOTE: All amounts are Year Of Expenditure dollars in $1,000’s

Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>US 101 Express Lanes</td>
</tr>
<tr>
<td>Local</td>
<td>$3</td>
</tr>
<tr>
<td>Federal</td>
<td>-</td>
</tr>
<tr>
<td>TBD</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$3</td>
</tr>
</tbody>
</table>

VTA Express Lanes provide improved access and reliable travel for everyone.

- Solo drivers with a prepaid FasTrak transponder can choose to pay a toll and use the Express Lanes.
- Transit vehicles, carpools, vanpools, motorcycles, and eligible hybrids can use the Express Lanes at no charge.
**Estimated Cost:** $11.3 Million, 
Estimate Class 1

**Appropriation through FY 11:**
$11.3 Million

**Secured Funding to Date:**
$11.3 Million

**Year of Completion:** 2011

**Project Manager:** Leo Scott

**Designer:** PB Americas

**Project Description:**

The Route 237/I-880 Express Connectors project will convert the direct carpool lane to carpool lane connector ramps at the Route 237/I-880 interchange to Express Lanes operation. This project is funded through local and federal funds, including the American Recovery and Reinvestment Act (ARRA), and the Value Pricing Pilot Program.

**Project Status:**

VTA awarded a contract for systems integration in June 2010. The Advanced Sign Structure procurement package was awarded in March 2011.

Caltrans approved the E-76 on May 4, 2011, and the civil construction package was advertised on May 11, 2011. Bid opening is scheduled in June 2011.

Tolling is forecast to be operational in late 2011.

**Project Schedule:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>Early 2007</td>
<td>Late 2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design</td>
<td>Early 2009</td>
<td>Mid 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>Mid 2011</td>
<td>Late 2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolling Operational</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

°Funding not identified, schedule is tentative.
## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>6,389</td>
<td>3,813</td>
<td>426</td>
<td>5,963</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>4,867</td>
<td>4,123</td>
<td>3,620</td>
<td>1,248</td>
</tr>
<tr>
<td>Contingency</td>
<td>29</td>
<td>-</td>
<td>-</td>
<td>29</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,285</strong></td>
<td><strong>7,936</strong></td>
<td><strong>4,046</strong></td>
<td><strong>7,239</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 36%
Secured Funding Committed 70%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

## Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$3.8</td>
<td>$3.8</td>
</tr>
<tr>
<td>Federal</td>
<td>7.5</td>
<td>7.5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11.3</strong></td>
<td><strong>$11.3</strong></td>
</tr>
</tbody>
</table>

Portion of Estimated Cost for which funding has been identified

Aerial Photograph of Route 237/I-880 Express Connectors Project Area

P-0694
Estimated Cost: $150 Million
Appropriation through FY 11: $12.3 million
Secured Funding to Date: $4.9 Million
Year of Completion: 2014
Project Manager: Jane Yu
Designer: URS Corporation

Project Description:
This project includes conversion of 23.7 miles of the existing high-occupancy vehicle (HOV) lanes along SR 85 to combination HOV/Express Lanes. The proposed facility would allow single occupancy vehicles to gain access to the combination HOV/express lanes by paying a toll. An additional Express Lane would also be added to create a double Express Lane along a portion of the corridor to provide added congestion relief and operational benefits to users. The project would also include the continuation of the Express Lanes for 3.3 miles to US 101 in South San Jose, through the SR85/US101 Interchange, for a total of 27 miles.

The project is a recipient of federal ARRA and earmark funds that will be used for the preliminary engineering and environmental clearance.

Project Status:
The Project Study Report was completed in October 2010. Work on traffic forecasting and operations reports are under preparation for submittal and approval by Caltrans.

Project Schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>End</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>Early 2010</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design/Build</td>
<td>Late 2012*</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolling Operational</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Funding not identified, schedule is tentative.
## Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>4,434</td>
<td>2,841</td>
<td>1,722</td>
<td>2,712</td>
</tr>
<tr>
<td>Contingency</td>
<td>506</td>
<td>-</td>
<td>-</td>
<td>506</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>4,940</strong></td>
<td><strong>2,841</strong></td>
<td><strong>1,722</strong></td>
<td><strong>3,218</strong></td>
</tr>
</tbody>
</table>

Secured Funding Incurred 35%
Secured Funding Committed 58%

NOTE: All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$1.2</td>
<td>$1.2</td>
</tr>
<tr>
<td>Federal</td>
<td>3.8</td>
<td>3.8</td>
</tr>
<tr>
<td>TBD</td>
<td>145.1</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Total $150.0 $4.9

Portion of Estimated Cost for which funding has been identified

Express Lanes Conceptual Rendering
**Estimated Cost:** $425 Million

**Appropriation through FY 11:**
$18.8 million

**Secured Funding to Date:**
$4.6 million

**Year of Completion:** 2016

**Project Manager:** Lam Trinh

**Designer:** URS Corporation

---

**Project Description:**

The project involves converting 34 miles of the existing carpool network on US 101 between Cochrane Road in Morgan Hill and the San Mateo County line to Express Lane operation.

The current recommendation is to implement two lanes of Express Lanes within the existing footprint to accommodate the projected travel demand for US 101.

**Project Status:**

In December 2010, the Project Team began work on the initial phase of the Project Approval/Environmental Document (PA/ED) for the Project.

**Environmental/Preliminary Engineering:** Work on traffic data collection, traffic validation, and traffic forecasting as required for the PA/ED phase are underway. Preliminary conceptual engineering drawings are also under development to identify design exceptions to be approved by Caltrans.

The Draft Environmental Document is scheduled to be complete by Summer 2012, with the PA/ED phase expected to be completed by end of 2012.

**Project Schedule:**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental</td>
<td>Late 2010</td>
<td>Late 2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design (PS&amp;E)</td>
<td>Early 2013*</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way</td>
<td>Early 2013*</td>
<td>Late 2014*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Construction</td>
<td>Early 2015*</td>
<td>Late 2016*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open to Traffic</td>
<td>Late 2016*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closeout</td>
<td>Late 2016*</td>
<td>Mid 2017*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Funding not identified, schedule is tentative
### Cost:

<table>
<thead>
<tr>
<th>Project Cost Element</th>
<th>Secured Funding</th>
<th>Apr-11 Committed Costs</th>
<th>Apr-11 Incurred Costs</th>
<th>Secured Funding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction and Major Procurement</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Labor, Services and Support</td>
<td>4,605</td>
<td>721</td>
<td>72</td>
<td>4,533</td>
</tr>
<tr>
<td>Contingency</td>
<td>20</td>
<td>-</td>
<td>-</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,625</td>
<td>721</td>
<td>72</td>
<td>4,553</td>
</tr>
</tbody>
</table>

- Secured Funding Incurred 2%
- Secured Funding Committed 16%

**NOTE:** All amounts are Year Of Expenditure dollars in $1,000's

### Funding (millions):

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Identified</th>
<th>Secured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$6.2</td>
<td>$4.6</td>
</tr>
<tr>
<td>TBD</td>
<td>418.8</td>
<td>0.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$425.0</strong></td>
<td><strong>$4.6</strong></td>
</tr>
</tbody>
</table>

- Portion of Estimated Cost for which funding has been identified

Northern US 101/Route 85 Interchange
Figure 1 – Cost Estimate Classification Matrix
(Adapted from AACE Skills & Knowledge of Cost Engineering, 4th ed., Chapter 1)

<table>
<thead>
<tr>
<th>Estimate Class</th>
<th>Level of Project Definition</th>
<th>Expected Accuracy Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 5</td>
<td>0% to 5%</td>
<td>-50% to +100%</td>
</tr>
<tr>
<td>Class 4</td>
<td>5% to 25%</td>
<td>-30% to +50%</td>
</tr>
<tr>
<td>Class 3</td>
<td>35%</td>
<td>-20% to +30%</td>
</tr>
<tr>
<td>Class 2</td>
<td>65%</td>
<td>-15% to +20%</td>
</tr>
<tr>
<td>Class 1</td>
<td>90% to 100%</td>
<td>-10% to +15%</td>
</tr>
</tbody>
</table>

Figure 1 shows a mapping of Estimate Class to Level of Project Definition. Intuitively, estimates become more accurate and have less uncertainty as project definition increases. This table provides a rough framework to describe the accuracy of project estimated costs in this report. A discussion of cost estimate classes, in order of increasing accuracy, is presented below:

- **Class 5** (Order-of-Magnitude Estimates) – Order-of-magnitude estimates are sometimes referred to as “conceptual” or “ballpark” estimates. These estimates are made without detailed engineering data using only basic criteria such as area or distance. An estimate of this type would normally be expected to be accurate within +100 percent to -50 percent. Order-of-magnitude estimates are used to quickly screen several types of alternative designs.

- **Classes 4 and 3** (Preliminary Estimates) – Preliminary estimates are prepared once enough preliminary engineering has taken place to further define the project scope. An estimate of this type is normally expected to be accurate within +50 percent to -30 percent. Since the preliminary estimate is more definitive than the order-of-magnitude estimate, it is better suited for determining project feasibility.

- **Classes 2 and 1** (Final Estimates) – Final estimates are prepared from very defined engineering data. This data includes, as a minimum, fairly complete plans and specifications. An estimate of this type is usually expected to be accurate within +15 percent to -15 percent. The final estimate has a level of accuracy that is appropriate for setting project budgets.
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: Supporting the Development of a Regional Network of Express Lanes

Policy-Related Action: Yes
Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superseded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors.

BACKGROUND:

Assembly Bill (AB) 2032, signed into law in 2004, establishes the authority for Santa Clara Valley Transportation Authority (VTA) to implement and operate two corridors of High Occupancy Toll (HOT) lanes, now referred to as express lanes, within Santa Clara County. Additional legislation (AB 574) was signed into law in 2007 that allows VTA to operate express lanes on a permanent basis by removing the four-year sunset clause in AB 2032 and to issue bonds, backed by express lane program revenues, to finance express lane implementation.

At the regional level, the Metropolitan Transportation Commission (MTC) has been working to expand the concept of express lanes to the rest of the Bay Area. In 2009, MTC introduced AB 744 which proposed to grant tolling authority to MTC over all freeways within the nine-county Bay Area. At the May 2009 meeting the VTA Board of Directors approved a support position for the legislation based on principles for governance, implementation and revenue sharing that were
developed by MTC and participating CMAs. The AB 744 legislative effort failed to garner the necessary votes for passage and was abandoned by MTC in 2010.

Although MTC's efforts for passage of AB 744 failed, the objective to develop a network of connected express lanes is still part of the vision for Bay Area transportation. VTA and other agencies in the Bay Area are still working on projects that would one day lead to a system of connected express lanes. As a result, MTC has initiated an effort to have this legislative authority granted through the use of existing legislation, AB 1467. This legislation allows Regional Transportation Planning Agencies to seek authority for implementing express lanes by requesting such authority from the California Transportation Commission (CTC). MTC is in the process of preparing the application to request this authority from CTC in October 2011. Included as Attachment A is a map displaying the proposed corridors in which MTC is seeking authority under AB 1467. MTC is requesting indications of support for their application from affected Congestion Management Agencies (CMAs).

**DISCUSSION:**

VTA has been a strong supporter of the development of a regionally consistent, seamless and connected network of express lanes throughout the Bay Area. VTA believes the development of an express lane system will be a powerful tool for the management of the existing freeway system, offering a new mobility choice for motorists and potentially a new source of revenue to improve commute corridors, reduce air pollution emissions from congested freeways, and support transit service in those corridors.

VTA staff recommends that the Board support MTC's application to CTC contingent upon the following conditions: (1) VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superseded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors.

The conditions are intended to ensure that the existing and future VTA authority for corridors in Santa Clara County is maintained and not diminished by the MTC's application under AB 1467 or future legislation. Also, the listing of corridors in the RTP is of critical importance to future revenue planning assumption in VTP 2040 for transportation infrastructure and transit services in the County. If MTC does not include all of the corridors as described in VTP 2040, the projects cannot receive federal or state environmental approval, receive federal or state funding and revenue assumptions cannot be included in any other planning documents.

**ALTERNATIVES:**

Rather than maintaining the legislative authority for express lanes that has already been granted, VTA Board could choose to step aside and let MTC take the lead on express lanes in Santa Clara County if MTC is successful in gaining this legislative authority later this year.
In this scenario, VTA would be giving up its authority to MTC to implement and operate express lanes, including its existing right to be the ultimate authority for setting policies and procedures for express lane operations and for directing the use of revenues generated by the express lanes network in Santa Clara County.

**FISCAL IMPACT:**

There is no direct financial impact of this action. However, there are significant future financial implications with regard to potential revenue generation of express lanes in Santa Clara County. Various planning documents including VTP 2035 and SVRT New Starts submittal plan for and rely on revenue from the lanes to improve transportation facilities and programs in the County.

**ADVISORY COMMITTEE DISCUSSION/RECOMMENDATION:**

The Technical Advisory Committee received this item at its August 11, 2011 meeting and unanimously recommended that VTA Board of Directors adopt a position to support the MTC’s application to CTC to gain authority to implement express lanes with the two conditions outlined in this memorandum. Member Dey asked about the role of BATA in express lanes in Santa Clara County and the ability to long-term have more complete control over express lanes operations. Staff responded that BATA per the existing AB 2032 legislation would have a role related to toll collection and that long-term there could be a scenario where the operations are more centralized here in Santa Clara County.

The Policy Advisory Committee received this item at its August 11, 2011 meeting and unanimously recommended that VTA Board of Directors adopt a position to support the MTC's application to CTC to gain authority to implement express lanes with the two conditions outlined in this memorandum. Chairperson Pirzynski asked for an explanation of the "operational gap closures" in the attached map. Staff explained that these are areas where it has been determined that implementing express lanes at this time would not be feasible so in their place operational treatments such as ramp metering or the use of other technologies would be implemented to improve travel. Vice Chairperson Satterlee asked what is being done to ensure that MTC does follow through with the conditions. Staff responded there is a need for continuing discussion on this point and that if conditions are not met then reconsideration of VTA’s support position could certainly be an outcome.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Congestion Management Program & Planning Committee considered the policy implications of this item at its August 19, 2011 meeting and unanimously recommended that VTA Board of Directors adopt a position to support the MTC's application to CTC to gain authority to implement express lanes with the two conditions outlined in this memorandum. Member Herrera asked if VTA's support could be rescinded if MTC does not agree to follow through with the two conditions. Staff responded that this would be the case.

Prepared by: Casey Emoto
Corridors for which new authority is being requested from CTC

“Operational” gap closures

Corridors already authorized in statute
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: Project Readiness Initiative

Policy-Related Action: Yes  Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Approve extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

BACKGROUND:

On March 4, 2010, the VTA Board of Directors programmed $1 million in Local Program Reserve funds for a new VTA administered program, called the “Project Readiness Initiative” (PRI). The objective of the PRI is to provide financial support to VTA’s member agencies, enabling them to develop project concepts and produce grant applications for the many competitive Federal, State and regional transportation grant programs that exist. Grants may be used to develop project concepts and applications for any surface transportation grant program administered through the Federal Department of Transportation and/or its surface transportation modal agencies, the California Department of Transportation, the Metropolitan Transportation Commission (MTC), the Bay Area Air Quality Management District (BAAQMD) and VTA.

Member agencies may use the funds to:

1. Pay for in-house project concept and application development on a time and materials basis.

2. Contract for consultant services to develop project concepts and applications. Cities may use their own solicitation processes or select consultants from VTA’s on-call list.

3. Contract with VTA for consultant services to develop project concepts and
Since the adoption of the PRI in 2010, member agencies have spent approximately $220,000 developing project concepts and preparing project grant applications to compete for these funds. A report of the use of PRI funds by agency is included with this report as Attachment A.

**DISCUSSION:**

When the Board adopted the PRI, it was designed to be a two-year program, covering FY2010 and FY2011. Since then, member agencies have collectively drawn down approximately one fifth of the available funds developing project applications. VTA staff anticipates additional Federal, State and regional transportation funds to be available in upcoming years. Continuation of the PRI would allow member agencies to continue to develop project applications to make use of those funds for transportation projects in Santa Clara County.

**ALTERNATIVES:**

The Board of Directors could choose not to extend the term of the PRI, allowing it to sunset at the end of FY2011 (June 30, 2011).

**FISCAL IMPACT:**

There is no fiscal impact as a result of this action. The VTA Board previously approved the $1 million in LPR funds on March 4, 2010. Any funds remaining at June 30, 2013 would revert to the Local Program Reserve Fund for future programming by the Board of Directors.

**ADVISORY COMMITTEE DISCUSSION/RECOMMENDATIONS:**

The Technical Advisory and Policy Advisory Committees considered this item at their August 11, 2011 meetings. After a brief discussion, the committees voted to forward this recommendation to the Board.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATIONS:**

The Congestion Management Program & Planning Committee (CMPP) considered this item at its August 19, 2011 meeting, unanimously recommended approval of this item, and that it be placed on the Consent Agenda for the September 1, 2011 Board meeting.

Prepared by: Bill Hough
Memo No. 3141
## Attachment A: Project Readiness Initiative

### Spending by Member Agency

<table>
<thead>
<tr>
<th>LPR # 060-</th>
<th>Agency</th>
<th>Project Funds Applied for and/or Received</th>
<th>Funding Agreement</th>
<th>Expenditures</th>
<th>Balance</th>
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<tr>
<td>001</td>
<td>Campbell</td>
<td>Preparation of block grant/SRTS applications</td>
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<td>Cupertino</td>
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<td>$25,000</td>
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<tr>
<td>003</td>
<td>Gilroy</td>
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<td>Y $50,000</td>
<td>$22,531</td>
<td>$27,470</td>
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<tr>
<td>004</td>
<td>Los Altos</td>
<td></td>
<td>Y $25,000</td>
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<td>$25,000</td>
</tr>
<tr>
<td>005</td>
<td>Los Altos Hills</td>
<td>VERBS application</td>
<td>Y $50,000</td>
<td>$25,000</td>
<td>$25,000</td>
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<tr>
<td>006</td>
<td>Los Gatos</td>
<td>Preparation of TDA3, LSR Rehab, Highway Safety Improvement Program grant applications.</td>
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<td>$5,728</td>
<td>$19,272</td>
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<tr>
<td>007</td>
<td>Milpitas</td>
<td>Preparation of block grant/TDA3 applications</td>
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<td>008</td>
<td>Monte Sereno</td>
<td>waiting for return of signed funding agreement</td>
<td>N $0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>009</td>
<td>Morgan Hill</td>
<td>Agreement under preparation</td>
<td>N $0</td>
<td>$0</td>
<td>$0</td>
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<td>010</td>
<td>Mountain View</td>
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<td>$20,369</td>
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<td>011</td>
<td>Palo Alto</td>
<td>Preparation of TLC/CDT/VERBS grant applications.</td>
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<td>$19,583</td>
<td>$5,418</td>
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<td>012</td>
<td>San Jose</td>
<td>Preparation of TLC/CDT grant applications.</td>
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<td>$26,600</td>
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<tr>
<td>013</td>
<td>Santa Clara</td>
<td>Preparation of HSIP, TE, VERBS, TFCA and BTA grants</td>
<td>Y $25,000</td>
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<td>$197</td>
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<td>Saratoga</td>
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<td>$25,000</td>
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<td>015</td>
<td>Sunnyvale</td>
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<td>Y $50,000</td>
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<td>$0</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$259,819</td>
<td>$240,181</td>
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</table>

As of 8/22/2011
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: I-680 Express Lanes Update

FOR INFORMATION ONLY

BACKGROUND:

The Bay Area’s first express lane project, the I-680 Express Lane opened on September 20, 2010. Santa Clara Valley Transportation Authority (VTA) is part of the Joint Powers Authority (JPA) formed to oversee the implementation and operation of the I-680 Express Lane project, which is a one-lane 14-mile facility in the southbound direction between SR 84 in Alameda County and Calaveras Boulevard in Santa Clara County (Attachment A), with about 20 percent of the express lane located in Santa Clara County. The lead agency for this project is Alameda County Transportation Commission (ACTC).

ACTC operates this express lane using the same legislative authority (Assembly Bill 2032) that granted VTA with the ability to implement express lanes in Santa Clara County. Tolls are deducted automatically using the FasTrak transponder device provided by the Bay Area Toll Authority (BATA) while California Highway Patrol (CHP) provides the enforcement. The hours of operation are 5am to 8pm during weekdays.

DISCUSSION:

This memorandum is an update on various aspects of the I-680 Express Lanes including operational summary, facility design, enforcement, incident management and on-going studies.

Express Lanes Operational Summary

Table 1 summarizes the operations of the I-680 Express Lane for fiscal year 2011 (FY 2011) totaling 41 weeks of operation from September 20, 2010 through June 30, 2011.

Table 1: I-680 Express Lanes Operations Summary
<table>
<thead>
<tr>
<th></th>
<th>FY 2011 (41 weeks)</th>
<th>June 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>$657,467.00</td>
<td>$79,830.70</td>
</tr>
<tr>
<td>Average Daily Revenue</td>
<td>$3,207.16</td>
<td>$3,628.67</td>
</tr>
<tr>
<td>Total Trips</td>
<td>279,890</td>
<td>34,447</td>
</tr>
<tr>
<td>Average Number of Trips Per Day</td>
<td>1,365</td>
<td>1,566</td>
</tr>
<tr>
<td>Average Toll</td>
<td>$2.35</td>
<td>$2.32</td>
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<tr>
<td>Average Peak Period Toll</td>
<td>$2.97</td>
<td>$2.87</td>
</tr>
<tr>
<td>Average Off-Peak Period Toll</td>
<td>$0.48</td>
<td>$0.45</td>
</tr>
</tbody>
</table>

The I-680 Express Lane has achieved several key milestones. Among them are:

- Total revenue for FY 2011 of $657,467, exceeded the projected amount of $630,000 (note: the projected total revenue for FY2012 is $850,000).
- Cumulative of 45,000 first time express lane users since opening of the express lane.
- Highest toll rate to-date has been $7.50.
- Daily revenue is averaging approximately $3,600.
- Highest daily revenue to-date is $11,372.
- Highest number of trips per day to-date is 2,324.

Attachment B shows the total trips and revenue by week whereas Attachment C shows the typical daily trips and average toll rate by hour which is predominantly highest during the morning peak period with the highest usage between 8am and 10:30am.

**Travel Time**

The main observations about travel in the I-680 express lane corridor are as follows:

- Upon opening of the I-680 Express Lane, the segment north of SR 84 experienced longer travel times during the first week of operations.
- Data provided by Caltrans shows that the travel times for traffic in the general purpose lanes changed from about 17 minutes to about 14 minutes for the express lane limits between SR 84 and SR 237 comparing before and after express lanes.
- Overall, traffic in the I-680 Express Lane averages 8 to 10 mph faster than traffic in the general purpose lanes during the morning commute with speeds consistently at 65 mph or higher in the express lane (Attachment D).
- The initial indications from the ramp metering implemented in the corridor on July 25, 2011 are that the ramp metering has further improved travel times in the corridor.

**Facility Design**

The key aspects of the facility design are as follows:

- The express lane is separated from the general purpose lane by painted buffer.
- Entry and exit to/from the general purpose lanes occur at separate locations. This is different from other express lanes that have entry/exit between the express lane and general purpose lanes similar to the carpool lane system design in Southern California where both entry/exit occur in the same segment.
• The 3 entry points are located at Andrade Boulevard, Washington Boulevard and Mission Boulevard
• The 3 exit points are located at Auto Mall Parkway, Jacklin Road and Calaveras Boulevard

Enforcement

The following are enforcement issues observed and possible actions to address the issues:
• Violations related to vehicles entering or exiting the express lane illegally by crossing over the painted buffer presumably to avoid being charged a toll that range as high as 100 to 200 violations per hour.
• Studying solutions such as the installation of additional toll readers and cameras that could be used as part of a license plate recognition system to identify vehicles that pass under a toll reader without a valid tag read at a previous reader.
• Studying the installation of flexible pylons to further delineate the express lane from the adjacent general purpose lane at strategic locations to deter vehicles from crossing over the painted buffer.
• Studying other uses of video cameras to record license plates of all vehicles traversing the express lane to identify license plates that were not recorded at entry points or at each successive toll zone. An operator could review the video for possible violators and generate violation notices.
• The study of technologies for vehicle occupancy verification is the ultimate solution, but this technology is still in its developmental stage.

Incident Management

The following are instances where an incident occurred within the express lane that required the express lane to be opened to all users:
• Two incidents involving vehicle turnovers. The incidents were addressed as per current practices jointly by CHP and Caltrans with the help of BATA’s freeway service patrol. These specific incidents on the express lane also included coordination with ACTC staff to change the message on the signs to open the express lane to all traffic.
• Two incidents related to PG&E power outage. Although there is an on-site uninterruptible power supply that is able to provide power for a limited period of time, an extended outage resulted in an inability to power the message signs.

I-680 Express Lane (Northbound)

Updates on work to implement an I-680 Express Lane in the northbound direction are as follows:
• Work to prepare preliminary engineering and environmental documents is commencing.
• It is likely that the northbound implementation would be completed in phases with the determination of the phases and costs to come out of the studies set to get started.

ADVISORY COMMITTEES DISCUSSION/RECOMMENDATION:

The Citizen Advisory Committee (CAC) considered this item on August 10, 2011. The
Committee posed questions related to goals of the project and what we learned from the I-680 Express Lane experience. Staff mentioned that the I-680 Express Lane project meets the goal of providing a reliable travel time commute and this is especially apparent during rainy days or when there are incidents within the corridor. The key take away from the I-680 Express Lanes experience is upfront and continued outreach with the public. The staff also explained about revenue collection and answered that the majority of the revenue are collected during the peak period especially between 8.30 and 9.30 am. On the question on why there is no physical barrier to separate the express lane and general purpose lanes, the staff explained that limited right-of-way within the corridor is one of the factor taken into consideration. The Committee also asked if the commuters would be confused by the different type of access configuration between I-680 Express Lane and SR 237 Express Lanes. The staff explained that the SR 237 Express Lanes is similar to the southern California carpool lane configuration which has been in use for many decades and the Bay Area commuters should be able to adapt well to these configurations.

The Technical Advisory Committee (TAC) considered this item on August 11, 2011.

The Policy Advisory Committee (PAC) considered this item on August 11, 2011. The Committee enquired if there was a study that assessed safety issues between the different access configuration between I-680 Express Lane and SR 237 Express Lanes. The staff answered that a Caltrans study reviewed different access configuration of carpool lanes in Northern and Southern California and found no apparent difference in the level of safety. On another question on revenues, the staff explained that revenues would be used for operations and maintenance with the net revenues remaining in the corridor possibly to build the northbound Express Lane.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Congestion Management Program and Planning Committee (CMPP) considered this item on August 19, 2011. The Committee enquired several questions about potential enforcement techniques that can result in improved overall enforcement. The staff explained that the ultimate solution is to have automated enforcement which is currently used on toll roads where all lanes are tolled. In the case of express lanes where only one of the lane is tolled, it would require new policies to help achieve similar results. Among the options would be to require all express lanes users to have transponder (regardless of whether solo driver or carpooler), having carpoolers register prior to using express lanes or using separate transponders.

Prepared By: Murali Ramanujam
Memo No. 3151
Figure 1 – Total Trips by Week

Figure 2 – Total Revenue by Week
Figure 5 – Typical Daily Trips by Hour

Figure 6 - Average Toll Rate by Hour
Speed Profile (8:00 AM - May 25, 2011)
FOR INFORMATION ONLY

BACKGROUND:

Regional and local planning agencies are currently engaged in a comprehensive planning process intended to better unite transportation and land use planning in the Bay Area. The passage of SB 375 in September 2008 introduced significant new complexities and challenges into the regional planning processes, including the requirement for incorporating the Sustainable Communities Strategies (SCS) in the Regional Transportation Plan (RTP). The RTP sets a transportation planning framework for the entire nine-county Bay Area by establishing a regional “vision” for transportation policy issues, transportation program development and project funding. Countywide long-range transportation plans, such as VTA’s Valley Transportation Plan (VTP), provide county-level vision and input into the RTP. This memorandum is part of VTA’s program to provide regular updates on efforts related to the development of the Regional Transportation Plan, Sustainable Communities Strategy and VTP 2040.

DISCUSSION:

This month’s update focuses on the development of Alternative Scenarios for the development of the plan.

Alternative Scenarios
As one of the first steps toward crafting a Sustainable Communities Strategy for the region, the Regional Agencies prepared an unconstrained Initial Vision Scenario designed to accommodate all of the housing needs for all economic groups, and to direct development to Priority Development Areas and other locally-identified areas. In March 2011, the Initial Vision Scenario (IVS) was released and it served as the starting point for public comment on the development, analysis and discussion of detailed SCS alternatives over the summer and fall. These detailed
scenarios will be evaluated against a set of performance targets, including the regional housing
target and the regional greenhouse gas targets for 2020 and 2035, and other performance targets.
These evaluations will in-turn be used to craft RTP funding policies.

In late May 2011, the Regional Agencies began discussion on developing three constrained
alternative scenarios for the RTP. The scenarios that are being developed are shown below:

The **Focused Growth** scenario maximizes the potential of the Priority Development Areas
(PDAs) to accommodate household and job growth across the region with an emphasis on
density along several transit corridors in the Inner Bay Area (Attachment A). This scenario
would intensify growth in all PDAs, with an emphasis on growth in the PDAs along the major
transit corridors. It is expected that around 70 percent of the housing production and around 55
percent of the employment growth would be accommodated within PDAs. Putting more homes
and jobs near transit would provide residents and employees with increased access to jobs and
services, while providing the densities needed to support more robust transit service.

The **Core Concentration** scenario builds upon the pattern of growth outlined in the Focused
Growth scenario, but shifts additional growth toward the regional and city centers in the Inner
Bay Area, to take advantage of the core transit network. This would result in a more compact
development pattern, but within reasonable financial constraints. By concentrating more growth
in the city centers and regional centers, it goes even further than the Focused Growth scenario in
trying to maximize the use of the existing transit network and provide access to jobs and services
to most of the population.

The **Outer Bay Area Growth** scenario also builds upon the Focused Growth scenario, but
incorporates a regional employment analysis to address higher levels of growth in PDAs in the
Outer Bay Area (Attachment A) than those considered in Focused Growth and Core
Concentration. Most of the housing production and employment growth would still be
accommodated in the Inner Bay Area. However, this scenario would cluster jobs and housing in
key transit-served locations as a way to promote economic development and greater access to
services and amenities in the Outer Bay Area.

**Staff Analysis**
The alternative scenarios will eventually form the basis for a final SCS; however, they seem to
be rooted in the Initial Vision Scenario, which is not financially constrained and is likely not a
practical or achievable scenario. The Initial Vision Scenario was designed to include all projects
from the last RTP (T2035) with a significant increase in transit service. Based on current
funding sources there will not be sufficient funding to support all transportation projects included
in the IVS. In addition, the IVS assumed all development conditions will be met to support the
land use scenario. Concerns expressed from many Santa Clara County jurisdictions stems from
the fact that the Initial Vision Scenario was not based on current General Plans nor on realistic
levels of future development expected in the Bay Area, yet it will be informing future land use
and transportation policy and funding.

VTA staff is concerned that the MTC regional travel demand forecasting model may not be able
to adequately forecast usable results of the various land use scenarios. There are also preliminary
discussions regarding additional transportation scenarios that will be modeled. Currently, the transportation scenarios will focus on the network based on the previous RTP, Transportation Plan 2035 (T2035) and the T2035 network and expansion within the core capacity. This is based on current transportation investments within the PDA framework.

Another factor that will play a role in the development of an alternative scenario will be location of housing and jobs within PDAs and Growth Opportunity Areas (GOAs). The Regional Housing Needs Allocation (RHNA) Methodology Committee has been working to incorporate the allocation based on the growth pattern being developed for the final SCS. Once the Preferred Scenario is developed, it will form the basis for the RHNA allocations to each jurisdiction for the period between 2015 and 2022. The major question still remaining is how the RHNA and preferred land use scenario will actually be incorporated into an SCS for the entire nine-county Bay Area.

The scenarios will be developed throughout the summer with input from the Regional Advisory Working Group, the Regional Equity Working Group, CMA staff, Local Agency staff, and other interested parties. The assumptions that were used to develop the alternative scenarios guide the scale and location of jobs, housing, and services. At the August committees, staff will be looking for input from our Members so that staff can develop comments to submit to the Regional Agencies.

**Upcoming Key RTP/SCS Milestones**

- Begin development of Alternative Scenario: July 2011
- SCS Detailed Scenario Development: July-September 2011
- Alternative Scenario Results: October 2011
- Approve Preferred Scenario: February 2012
- VTP 2040 Development: Summer 2011-December 2012
- VTP 2040 Adoption: January 2013
- Final RTP/SCS: April 2013

**Technical Advisory Committee Comments**

None

**Policy Advisory Committee Comments**

Member McLeod asked for clarification regarding the impacted corridors for the ABAG scenario modeling. Staff responded that Attachment A showed the full map of the corridors that ABAG was using to model.

Member Chang asked for clarification on the Sustainable Communities Strategy. Staff explained that there is no model to follow regarding how a Sustainable Communities Strategy looks like. Regional Agency staff is using the PDA framework to determine that.

Member Whittum asked for clarification on what a PDA is. Staff explained that the PDA is a City-certified location that would be the base for where growth is expected to occur. Staff also
pointed out that all locations along light rail and Caltrain were under the PDA heading.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

This item was received by the Congestion Management Program & Planning Committee at its August meeting and there was no discussion in the item.

Prepared By: John Sighamony
Memo No. 3186
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief Engineering & Construction Officer, Mark S. Robinson

SUBJECT: Laser Intrusion Detection System at Hamilton Elevated Guideway - Construction Contract

Policy-Related Action: No

Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to execute a contract with Amland Corporation, the lowest responsive and responsible bidder, in the amount of $447,700 for the procurement and installation of a Laser Intrusion Detection System at the Hamilton Elevated Guideway.

BACKGROUND:

In the fall of 2001, VTA initiated a risk assessment of the transit system. The study examined the operating divisions, passenger facilities, revenue vehicles and the rail system to assess the level of risk present with regards to the overall system safety and security.

As a result of the assessment, certain elements of the transit system were identified for increased investment to improve safety and security. Improvements have since been made in a number of areas: cameras placed on buses; closed circuit television (CCTV) placed at 25 light rail stations; high security fencing placed at the operating divisions; and laser intrusion detection systems (LIDS) installed on the Tasman East elevated guideway and in the San Jose Diridon tunnel. The systems previously installed have a demonstrated track record in the reduction / prevention of vandalism and trespassing on the VTA system.

The LIDS increases the effectiveness of CCTV by alerting security personnel to a potential threat by setting off an alarm at the VTA Light Rail Operations Control Center, notifying staff of an intrusion onto the light rail operating right-of-way. This allows real-time situation monitoring and timely security and law enforcement response as the situation warrants.
The Hamilton Elevated Guideway (Attachment A) has been identified as a critical infrastructure component that should be monitored and protected against human intrusion. This detection technology is desired as it provides the highest level of detection and superior false alarm prevention. The proposed laser scanning system is consistent with the improvements currently in place elsewhere on the VTA system.

**DISCUSSION:**

The Laser Intrusion Detection System construction contract was advertised on June 29, 2011. Bids were opened on July 29, 2011 with the following results:

<table>
<thead>
<tr>
<th>Bidders’ Name</th>
<th>Bid Amount</th>
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</thead>
<tbody>
<tr>
<td>Amland Corporation</td>
<td>$447,700</td>
</tr>
<tr>
<td>Cal Coast Telecom</td>
<td>$492,950</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$522,770</td>
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</tbody>
</table>

Amland Corporation is the lowest responsible and responsive bidder. The bid is 14% below the Engineer’s Estimate. Staff has completed a bid analysis, determined the bid to be fair and reasonable, and recommends award of this contract to Amland Corporation.

Construction is scheduled to begin in September 2011 with completion in February 2012.

**ALTERNATIVES:**

The VTA Board may decide not to award this contract. This would result in additional safety and security features not being in place at the Hamilton Elevated Guideway to provide an additional safety measure and level of protection of VTA assets.

**FISCAL IMPACT:**

This action will authorize $447,700 for the construction of a Laser Intrusion Detection System at the Hamilton Elevated Guideway. Appropriation for this expenditure is included in the FY2012 Adopted VTA Transit Enterprise Fund Capital Budget. This project is funded by the Federal Transit Security Grant Program and California Transit Security Grant Program - California Transit Assistance Fund Grants.

Operating Budget Impact: The additional Laser Intrusion Detection equipment will serve as part of the overall light rail system, and operating and maintenance costs connected with these improvements are included in the approved FY2012 and FY2013 VTA Transit Enterprise Operating Budget.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

VTA is complying with Federal requirements that the advertisement and award of this contract utilize race-neutral provisions, as this contract will have Federal financial assistance. Based on identifiable subcontracting opportunities, a Disadvantaged Business Enterprise (DBE) goal of 6% was established for this contract. The contractor has committed to 6% DBE participation on this contract.
STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

The Transit Planning & Operations Committee, meeting as a Committee of the Whole, considered this item on August 18, 2011. The Committee asked about the process for determining the priorities for safety and security investments. Staff responded that a consultant study was performed on the transit system that established a list of improvement priorities. [The Background of this Board Memorandum has been revised to capture the more complete response provided by staff]. The Committee recommended the item be placed on the Consent Agenda for the September 1, 2011 Board of Directors meeting.

Prepared by: Ken Ronsse, Deputy Director
Memo No. 3029
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority  
    Board of Directors

FROM: Chief Engineering & Construction Officer, Mark S. Robinson

SUBJECT: Capitol Expressway Light Rail Project Pedestrian Improvements – Amendment to the Construction Contract

Policy-Related Action: No  
Government Code Section 84308 Applies: Yes

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to amend the Capitol Expressway Light Rail Pedestrian Improvements construction contract with Gordon N. Ball Inc. to include the lighting improvements in the amount of $2,250,000 for a new contract amount of $9,916,860.

BACKGROUND:

The first phase of the Capitol Expressway Light Rail Project includes pedestrian and bus improvements along Capitol Expressway from the existing Alum Rock Station on Capitol Avenue to the Eastridge Transit Center. In March 2011, the VTA Board approved a construction contract in the amount of $7,666,860 with Gordon N. Ball, Inc. to construct pedestrian improvements along the expressway. This contract includes construction of sidewalk, landscape and street light facilities along both sides of the expressway.

The overall Capitol Expressway Light Rail Project includes pedestrian scale lighting along the sidewalk. However, during design of the pedestrian improvements contract, the City of San Jose expressed concern about the maintenance for the significant number of pedestrian lights. As a result, the Downtown East Valley Policy Advisory Board directed that the pedestrian lights be installed during the light rail phase of the project (phase 2). Subsequent to the award of the pedestrian improvements contract, the City established new standards for energy efficient street and pedestrian lights and has now agreed to support the inclusion of pedestrian lighting along Capitol Expressway as part of the current pedestrian improvements contract. The City has agreed to maintain the additional pedestrian lights. The City has also identified an energy efficient substitute fixture to use for the street lights along the expressway.
Since including the pedestrian lights during the first phase of the construction will avoid future impacts if they were added during the light rail phase of construction, it is recommended that these lights be included by change order into the current construction contract. While the magnitude of the extra work requires increased Board authorization, there are sufficient funds in the allocated State Transportation Improvement Program (STIP) funding for this contract to perform the extra work. It is worth noting that any unused allocated STIP funding for this contract will be returned to the State without possibility for use on future phases of the project.

**DISCUSSION:**

The Capitol Expressway Light Rail Project Pedestrian Improvements contract was awarded to Gordon N. Ball Inc. on March 3, 2011. Construction started in April 2011 with anticipated completion by June 2012. Staff is requesting Board authorization for an additional $2,250,000 for the addition of pedestrian lighting ($2,050,000) and street lighting modifications ($200,000) using available STIP funding.

Contractor and sub-contractor information is included in Attachment A.

**ALTERNATIVES:**

The Board could choose not to include the street lighting modifications and addition of pedestrian lighting with the pedestrian improvements phase of the project, and have them constructed as part of the light rail phase. Installation of pedestrian lighting in a future phase of construction would result in impacts to the installed sidewalk and landscape improvements at greater cost. In addition, if the extra lighting work is not completed in the first phase of the project, the work would need to be funded by a source other than the existing STIP funds since any unused allocated STIP budget will be returned to the grant provider.

**FISCAL IMPACT:**

This action will authorize additional funds in the amount of $2,250,000 for construction of pedestrian improvements along Capitol Expressway. Appropriations are included in the 2000 Measure A Transportation Improvements Program FY 2012 Adopted Budget.

**SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:**

Based on identifiable subcontracting opportunities, a Small Business Enterprise (SBE) goal of 17% was established for this contract. Contractor has met the goal and has committed to 42.5% SBE participation on this contract.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Transit Planning & Operations Committee, meeting as a Committee of the Whole, considered this item on August 18, 2011. Staff provided a brief presentation, highlighting the progress being made on the pedestrian improvements contract and how the pedestrian lighting scope addition is very similar work to what is currently underway. The Committee asked if the pedestrian lighting was designed so that the lighting was directed downwards or away from the adjacent residential properties. Staff responded positively, noting the design is consistent with City of San Jose standards. There were no further questions, and the Committee recommended
this item be placed on the Consent Agenda for the September 1, 2011 Board of Directors meeting.

Prepared by: Ken Ronsse, Deputy Director
Memo No. 3200
### Attachment A

**Listing of General Contractor and Sub-Contractors**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Contractor</strong></td>
<td></td>
</tr>
<tr>
<td>Gordon N. Ball, Inc.</td>
<td>Alamo, CA</td>
</tr>
<tr>
<td>Contact Person: Hal Stober</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Contractors</strong></td>
<td></td>
</tr>
<tr>
<td>D. W. Young Construction Co. Inc.</td>
<td>Alamo, CA</td>
</tr>
<tr>
<td>San Jose Signal Electric Construction</td>
<td>San Jose, CA</td>
</tr>
<tr>
<td>Lone Star Landscape</td>
<td>San Martin, CA</td>
</tr>
<tr>
<td>Chrisp Co.</td>
<td>Fremont, CA</td>
</tr>
<tr>
<td>Intermountain</td>
<td>Sacramento, CA</td>
</tr>
<tr>
<td>Cyclone</td>
<td>San Martin, CA</td>
</tr>
</tbody>
</table>
Legend

1. Pedestrian Lights for Pedestrian Improvements Project
2. Future Pedestrian Lights for Bus and Eastridge Transit Center Improvements Project

Note: New street lights throughout the corridor

CAPITOL EXPRESSWAY LIGHT RAIL PEDESTRIAN IMPROVEMENT PROJECT, CONTRACT AMENDMENT
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief SVRT Program Officer, Carolyn M. Gonot

SUBJECT: Silicon Valley Berryessa Extension Master Agreement Between VTA and the City of Milpitas: Amendment No. 1

Policy-Related Action: No
Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to execute an amendment to the existing Master Agreement with the City of Milpitas regarding infrastructure improvement work to be performed by VTA on a cooperative basis with the City of Milpitas as part of the BART Silicon Valley project and cost reimbursement to the City of Milpitas in support of the BART Silicon Valley Berryessa Extension Project.

BACKGROUND:

VTA entered into a Master Agreement with the City of Milpitas for the Silicon Valley Berryessa Extension (SVBX) Project on September 10, 2010. The Master Agreement provided a framework for cooperative efforts between the two agencies to advance the project, and provided for the development of subsequent agreements to address specific project issues.

The Master Agreement provided for reimbursement of the City’s internal costs for plan review and inspection activities, subject to VTA’s approval of a budget and work plan. The Master Agreement included an initial work plan and authorization, which were intended to cover the city’s efforts through summer of 2011.

The Master Agreement also contemplated that VTA and the City would work cooperatively to construct, relocate and, in some cases, upgrade certain City of Milpitas infrastructure items, on a cost-share basis. At the time of execution of the Master Agreement, the list of items to be included in this cooperative effort, and the details of the cost sharing arrangements, had not been
DISCUSSION:

This amendment to the Master Agreement addresses three subjects:

1. Description of City of Milpitas infrastructure items to be constructed or modified by the project, or concurrently with the project, and the cost sharing arrangements for each item,
2. Billing rates to be charged by City staff, and a work plan for City activities over the coming year, and
3. Incorporation of an exhibit defining the cost sharing arrangements for construction of South Milpitas Blvd.

Utility Cost Sharing: VTA has worked with the City of Milpitas to develop a list of utility items (water and recycled water systems, sanitary sewers and storm drain facilities) that will be constructed by VTA’s contractor as part of SVBX. Some of these facilities are being relocated due to direct conflicts with the BART improvements, while others are being modified at the request of the City to take advantage of VTA’s construction activities in the area. In general, items that require relocation due to a direct project impact are fully funded by VTA. However, the City has requested that VTA upgrade or enlarge some of the relocated facilities. In these cases, VTA will pay for the in-kind relocation and the City will pay for the upgrade cost. A few items that are not directly impacted by the project are proposed for modification at the request of the City; in those cases the City is responsible for the entire construction cost and any ancillary costs such as design or right-of-way.

An exhibit, that will be attached to the amendment, has been prepared to identify all of the elements of the City of Milpitas’ infrastructure currently expected to be constructed by SVBX. For each item, the exhibit identifies which party or parties are responsible for the cost. For items involving City cost participation, a dollar amount is identified.

VTA and the City have agreed that maintaining a separate accounting of VTA’s actual expenses for City-requested upgrades by the contractor would be difficult and cost-prohibitive; therefore this amendment provides that the City will pay VTA a fixed cost for each cost-share item. The value of each upgrade has been agreed to between the parties and is consistent with unit prices for similar work estimated by VTA’s engineering team. The estimated cost for City-reimbursed work is $1.17 million.

In addition, the City intends to fund its share of costs by establishing a capital cost recovery program. The City expects to be able to pay its share of infrastructure costs in July 2015, when much of the construction work is expected to be complete. To compensate VTA for the delayed reimbursement, the amendment provides for the estimated costs to be escalated to July 2015 based on Engineering News Record construction cost indices and the City to reimburse VTA the escalated amount.

Reimbursement of City plan review costs: In the original Master Agreement, VTA agreed to reimburse City of Milpitas for certain internal staff costs and consultant fees incurred by the City for review of project plans and specifications, issuance of permits, and inspection of
improvements to be owned by the City. Any such reimbursement was required to be pursuant to a work plan and budget, to be approved in advance by VTA. A work plan and budget was included in the original agreement and intended to cover the efforts of the City through issuance of the design-build RFP for the project. This work effort is nearing completion, and most of the authorized budget has been expended.

The amendment includes a list of billing rates for City staff and a work plan and budget projecting the City’s costs through June 2012. The City of Milpitas projects that a deposit of $790,000 will be required in the fall of 2011 to fund its activities through the period of the work plan. It is anticipated that additional work plans will be prepared by the City and presented to VTA for approval over the life of the SVBX project, although in future years the City’s workload will probably transition away from plan reviews and gradually will involve more field inspection and acceptance of construction work.

**Exhibit for Milpitas Boulevard Cost Sharing:** The original Master Agreement provided a cost sharing arrangement between VTA and the City for construction of the extension of South Milpitas Boulevard from its current terminus at Montague Expressway, through the station site to a new intersection at Capitol Avenue. The Master Agreement provides that VTA will fund construction of the “western segment” of the roadway, within the station campus. VTA will also construct the “eastern segment” subject to reimbursement by the City from redevelopment funds. Since the execution of the Master Agreement, an exhibit has been prepared to illustrate the limits of the two segments, to clarify the cost sharing arrangements. This amendment adds the new exhibit to the Master Agreement.

**ALTERNATIVES:**

The Master Agreement could remain without amendment. However, without coordinating these details with the City of Milpitas, the BART Silicon Valley Berryessa Extension project would be exposed to delays to that would otherwise be avoided by the recommended action.

**FISCAL IMPACT:**

The immediate fiscal impact of this amendment is $790,000, which represents the City’s estimated cost reimbursement through June 30, 2012. It is anticipated that this will be followed by subsequent cost reimbursement requests, which are likely to reach a total on the order of $3 million through completion of the project. The remainder of the amendment involves costs that are either included in the overall budget of SVBX, or subject to full cost reimbursement from the City of Milpitas.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Transit Planning & Operations Committee met on August 18, 2011 as a Committee of the Whole. Staff responded to the request to clarify the use of $790,000 for reimbursement to the City of Milpitas. Staff assured the committee that the funds are for technical review and input of plans and not administrative costs. The Committee of the Whole supports the staff recommendation.
FIRST AMENDMENT TO THE MASTER AGREEMENT
BETWEEN THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND THE CITY OF MILPITAS RELATING TO THE SILICON VALLEY
RAPID TRANSIT PROGRAM BERRYESSA EXTENSION PROJECT

This Amendment is entered into this ____ day of __________, 2011, by and between the City of Milpitas, a general law city of the State of California (hereafter referred to as “City”) and the Santa Clara Valley Transportation Authority, a public transit district (hereafter referred to as “VTA”) (collectively, the “Parties”). This master agreement amendment becomes effective upon the date listed above.

RECITALS

WHEREAS, the parties entered into a Master Agreement to memorialize the Parties’ consultation and cooperation, define their respective rights and obligations, and ensure future cooperation between VTA and the City in connection with the Silicon Valley Berryessa Extension Project (“Project” or “SVBX”), on September 10, 2010;

WHEREAS, the parties now desire to amend the Master Agreement to update the City Work Plan, document acceptance of the Milpitas Boulevard Extension geometric layout as depicted in Exhibit “C”, and refine and clarify utility relocation and cost sharing responsibilities.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Master Agreement as follows:

1. Section 8.B. The City will establish a “Program” account (PG) instead of a Private Job account (PJ), to avoid automatic annual hourly rate increases, in order to comply with the requirements of the Master Agreement. Replace all references to:
   - “City Private Job Account” with “City Program Account”
   - “PJ Account” with “PG Account”

2. Add Exhibit B-1 City Work Plan, attached hereto and incorporated by reference herein. It is now necessary to amend the original work scope to include the work tasks for the next phases of the Project. The scope and costs identified in Exhibit B-1 are the approximate anticipated effort for the City’s services and City’s consultant costs related to SVBX through the June 2012. Additional city staff and consultants (RMC and Schaaf & Wheeler) have been identified for current and additional tasks for the project, and are included in Exhibit B-1.

3. Exhibit C: Milpitas Boulevard Extension is referenced in the Master Agreement and is attached hereto and incorporated by reference herein.
4. Exhibit D: Utility Cost Sharing is attached hereto and incorporated by reference herein. Add the following sentence to the end of Section 8, Part I, entitled “Public Utility Relocation” to read: Attached Exhibit D titled “Utility Cost Sharing” is a refinement of Exhibit A and specifically identifies affected City-owned utilities and establishes cost sharing responsibilities.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is made and entered into as of the date set forth above.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: __________________________

Michael T. Burns
General Manager

APPROVED AS TO FORM:

By: __________________________

General Counsel

CITY OF MILPITAS

By: __________________________

City Manager

APPROVED AS TO FORM:

By: __________________________

City Attorney
Exhibit B-1 City Work Plan

Exhibit B-1 is a refinement to Exhibit B titled City Private Job Account (PJ) (now referred to as Program) Estimate and Hourly Rate Schedule. Hourly staff rates reflect those adopted by the Milpitas City Council as of April 1, 2011 with overhead burden in accordance with the City’s adopted Cost Allocation Study. These rates are fixed and are not subject to escalation. Table B-1 describes City services to be provided for anticipated milestones. These services are examples of the types of services expected to occur within the general time frames and are not intended to be an all-inclusive list. The table incorporates the actual hours accrued from January 1, 2010 through March 31, 2011, and provides an estimate of hours for future time periods. Consultant services are also included in Table B-1. Table B-2 provides the City’s hourly rates.

Table B-1 Description of City Services

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Estimated hours</th>
<th>Estimated Cost</th>
<th>Deposit balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preliminary Design – preliminary coordination meetings, review preliminary plans, specifications, and other documents; right-of-way and easement requirements; includes efforts for the period January 1, 2010 through September 10, 2010</td>
<td>521</td>
<td>$72,394</td>
<td>$627,606</td>
</tr>
<tr>
<td>2</td>
<td>a) RFP Preparation – coordination meetings, refine utility relocation documents, review project documents, right of way and easement requirements; includes efforts for the period September 11, 2010 through March 31, 2011</td>
<td>1,493</td>
<td>$213,093</td>
<td>$414,513</td>
</tr>
<tr>
<td></td>
<td>b) RMC Water and Environment</td>
<td>56</td>
<td>$8,208</td>
<td>$406,305</td>
</tr>
<tr>
<td></td>
<td>c) Reimbursables such as printing – 2,000 – 11 x 17 and 3,750 – 8.5 x 11</td>
<td>575</td>
<td></td>
<td>$405,730</td>
</tr>
<tr>
<td></td>
<td>a) Bidding Period – coordination meetings, refine utility relocation and cost sharing documents, right of way and easement requirements, addenda, expedited Piper Drive utility relocations, Berryessa Creek 100 year overland flow evaluation, Crossings detention basin, Jurgens drainage basin evaluation; includes efforts for the period April 1, 2011 through September 30, 2011</td>
<td>6 people x 40 hrs per month x 6 months = 1,440</td>
<td><strong>$206,000</strong></td>
<td><strong>$199,730</strong></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td></td>
<td>b) Reimbursables such as printing</td>
<td>1000 -8.5 x 11 and 100 24 x 36</td>
<td>110</td>
<td><strong>$199,620</strong></td>
</tr>
<tr>
<td></td>
<td>c) RMC Water and Environment – est 120 hrs/mo x 6 mo</td>
<td>720</td>
<td>103,680</td>
<td><strong>$95,940</strong></td>
</tr>
<tr>
<td></td>
<td>d) Schaaf &amp; Wheeler</td>
<td></td>
<td><strong>$16,000</strong></td>
<td><strong>$79,940</strong></td>
</tr>
<tr>
<td>*</td>
<td>Contract requires additional deposit by VTA whenever the deposit value drops below $50,000. A payment of approximately $790,000 is anticipated to occur sometime in the October - November 2011 timeframe to provide sufficient revenue through June 30, 2012.</td>
<td></td>
<td><strong>$790,000</strong></td>
<td><strong>$869,940</strong></td>
</tr>
<tr>
<td></td>
<td>a) Post Award 2011- coordination meetings, right of way and easement requirements, amendments, expedited Piper Drive, DB Contractor submittals; permits, outreach. Includes efforts for the period October 1, 2011 through December 31, 2011.</td>
<td>6 people x 40 hrs per month x 3 months = 720 hours</td>
<td><strong>$103,000</strong></td>
<td><strong>$766,940</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>b) Reimbursables such as printing</td>
<td>1000 -8.5 x 11 and 100 24 x 36</td>
<td>110</td>
<td>$766,830</td>
<td></td>
</tr>
<tr>
<td>c) RMC Water and Environment</td>
<td>Est 167 hours per month x 3 months = 500</td>
<td>$74,100</td>
<td>$692,730</td>
<td></td>
</tr>
<tr>
<td>d) Right of Way / Easement / License Review</td>
<td></td>
<td></td>
<td>$20,000</td>
<td>$672,730</td>
</tr>
<tr>
<td>e) Construction inspection support (TBD)</td>
<td>Est 80 hours</td>
<td></td>
<td>$9,600</td>
<td>$663,130</td>
</tr>
<tr>
<td>5</td>
<td>Post Award 2012 - coordination meetings, right of way and easement requirements, construction contract amendments, expedited Piper Drive, DB Contractor submittals; permits, inspections, outreach. Includes efforts for the period January 1, 2012 through June 30, 2012</td>
<td>6 people x 60 hours per month x 6 months = 4,320 hours</td>
<td>$308,000</td>
<td>$355,130</td>
</tr>
<tr>
<td>b) RMC Water and Environment</td>
<td>Est 180 hours /mo x 6 months = 1,1080 hours</td>
<td></td>
<td>$163,208</td>
<td>$191,922</td>
</tr>
<tr>
<td>c) Right of Way / Easement / License Review (TBD)</td>
<td></td>
<td></td>
<td>$60,000</td>
<td>$131,922</td>
</tr>
<tr>
<td>d) Construction inspection support (TBD)</td>
<td>Est average 120 hours/mo x 6 months = 720 hours</td>
<td></td>
<td>$86,400</td>
<td>$45,522</td>
</tr>
<tr>
<td>e) Reimbursables such as printing</td>
<td>1000 -8.5 x 11 and 150 24 x 36</td>
<td>115</td>
<td>$45,407</td>
<td></td>
</tr>
<tr>
<td>Milpitas Job Title</td>
<td>Hourly Rate</td>
<td>Milpitas Job Title</td>
<td>Hourly Rate</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------------</td>
<td>------------------------------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Assistant City Attorney</td>
<td>$159</td>
<td>Associate Civil Engr (Utility)</td>
<td>$161</td>
<td></td>
</tr>
<tr>
<td>Asst City Engr</td>
<td>$186</td>
<td>Assistant Civil Engr</td>
<td>$146</td>
<td></td>
</tr>
<tr>
<td>CIP Manager</td>
<td>$176</td>
<td>Junior Civil Engineer</td>
<td>$135</td>
<td></td>
</tr>
<tr>
<td>Principal Land Develop Civil Engr</td>
<td>$161</td>
<td>Engr Aide</td>
<td>$124</td>
<td></td>
</tr>
<tr>
<td>Principal Utility Civil Engr</td>
<td>$176</td>
<td>CAD Technician</td>
<td>$128</td>
<td></td>
</tr>
<tr>
<td>Traffic Engr</td>
<td>$176</td>
<td>Sr Public Works Inspector</td>
<td>$164</td>
<td></td>
</tr>
<tr>
<td>Assoc Civil Engr (Design and Land Development)</td>
<td>$171</td>
<td>Public Works /Bldg Inspector</td>
<td>$145</td>
<td></td>
</tr>
<tr>
<td>Student Intern</td>
<td>$25</td>
<td>Secretary</td>
<td>$125</td>
<td></td>
</tr>
<tr>
<td>Senior Planner</td>
<td>$149</td>
<td>Administrative Analyst</td>
<td>$137</td>
<td></td>
</tr>
<tr>
<td>Associate Planner</td>
<td>$129</td>
<td>Public Info Specialist</td>
<td>$137</td>
<td></td>
</tr>
<tr>
<td>Assistant Planner</td>
<td>$116</td>
<td>Sr Utility Maintenance Supervisor</td>
<td>$176</td>
<td></td>
</tr>
<tr>
<td>Junior Planner</td>
<td>$108</td>
<td>Water Systems Operator</td>
<td>$153</td>
<td></td>
</tr>
<tr>
<td>Asst Transportation Planner</td>
<td>$137</td>
<td>Assistant Water Systems Operator</td>
<td>$146</td>
<td></td>
</tr>
<tr>
<td>Fire Marshal</td>
<td>$170</td>
<td>Utility Maint Worker III</td>
<td>$134</td>
<td></td>
</tr>
<tr>
<td>Fire Protection Engr</td>
<td>$148</td>
<td>Utility Maintenance Worker II</td>
<td>$130</td>
<td></td>
</tr>
<tr>
<td>Fire Captain</td>
<td>$176</td>
<td>Utility Maintenance Worker I</td>
<td>$129</td>
<td></td>
</tr>
<tr>
<td>Fire Prevention Inspector</td>
<td>$157</td>
<td>Office Specialist</td>
<td>$110</td>
<td></td>
</tr>
<tr>
<td>Hazmat Inspector</td>
<td>$161</td>
<td>Office Assistant</td>
<td>$75</td>
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<tr>
<td>Milpitas Job Title</td>
<td>Hourly Rate</td>
<td>Milpitas Job Title</td>
<td>Hourly rate</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------</td>
<td>---------------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>$177</td>
<td>Accountant Services Manager</td>
<td>$175</td>
<td></td>
</tr>
<tr>
<td>Building Official</td>
<td>$211</td>
<td>Accountant</td>
<td>$126</td>
<td></td>
</tr>
<tr>
<td>Permit Center Manager</td>
<td>$170</td>
<td>Fiscal Services Assistant</td>
<td>$102</td>
<td></td>
</tr>
</tbody>
</table>
Exhibit D  Utility Cost-Sharing

BACKGROUND: VTA and the City have consulted on the design, engineering, and urban planning aspects of the Project. The City desires to cooperate with VTA to facilitate the construction and operation of the Project and VTA recognizes the importance of public health, safety and various other public services which the City provides to the community for economic and quality of life benefits. Construction of the BART guideway and stations will require reconstruction or relocation of existing City infrastructure, including roads and utilities. The project will also relocate infrastructure owned by other agencies and VTA will need to coordinate these relocations to minimize temporary and permanent impacts on all Parties and the public.

VTA and City have reviewed the potentially affected City-owned utilities identified in Exhibit A and now mutually agree that not all items listed in Exhibit A shall be modified and/or relocated. In addition, the City desires to upsize selected facilities, install new facilities for future utilities (over and above Master Plan expansions), and modify selected facilities (such as the Capitol Avenue storm drainage improvements.) This Exhibit D provides clarification and revisions to the utilities identified in Exhibit A. Table D-1 provides the agreed upon unit costs for various types of work. Table D-2 identifies the updated list of improvements, estimated costs, and establishes cost sharing responsibilities.

ASSUMPTIONS:

1. VTA is responsible for all costs related to in-kind utility relocations and Master Plan projects defined as Base Level in Section 2 of the Master Agreement.

2. Concurrent Non-Project Activities are funded by VTA, the City of Milpitas, or shared between the Parties.

3. The City of Milpitas agrees to pay for:
   a. The differential in material and construction costs when upsizing utilities that must be relocated to accommodate the Project.
   b. Engineering, mobilization/demobilization, materials, construction costs, pavement removal and replacement, traffic control, dewatering/shoring/thrust protection/miscellaneous, and environmental/legal/administration costs for work that is not necessitated by the Project, such as installing new facilities or upsizing an undisturbed pipeline.

4. VTA agrees to pay for:
   a. Engineering, mobilization/demobilization, pavement removal and replacement, traffic control, dewatering/shoring/thrust protection/miscellaneous, and
environmental/legal/administration costs for upsizing utility pipes that will be relocated as part of the Base Level project work.

5. The Parties agree that administrative costs to identify actual costs for each improvement will quickly exceed and dwarf the minor differences between actual and assumed fixed pipeline costs and therefore agree upon the assumed fixed costs shown in Table D-1.

6. **PAYMENT SCHEDULE:** The City will program a capital improvement project in the City’s 5 year Capital Improvement Program to accumulate and appropriate funds for the City’s cost share, such that the City’s utility-related reimbursement payment is available by July 30, 2015. The City will pay for those utilities completed and accepted by the City by July 1, 2015 on July 30, 2015. VTA shall invoice for reimbursement for each remaining City utility after City’s acceptance of each utility, and the City shall reimburse VTA, within 30 days after receipt of an approved invoice, after July 30, 2015.

### Table D-1 Fixed Unit Costs for City of Milpitas Utility Improvements

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Sewer and storm pipe installation in City streets. Costs include pipe material, installation, appurtenances, excavation, backfill, pavement removal and replacement, and traffic control for open cut construction.</td>
<td>$18/ linear foot/inch diameter</td>
</tr>
<tr>
<td>b.</td>
<td>Water pipe installation up to 24” diameter in City streets. Costs include pipe material, installation, appurtenances, excavation, backfill, pavement removal and replacement, and traffic control for open cut construction.</td>
<td>$22/ linear foot/inch diameter</td>
</tr>
<tr>
<td>c.</td>
<td>Water pipe installation 24” and larger in City streets. Costs include pipe material, installation, appurtenances, excavation, backfill, pavement removal and replacement, and traffic control for open cut construction.</td>
<td>$26/ linear foot/inch diameter</td>
</tr>
<tr>
<td>d.</td>
<td>Sewer and storm pipe installation in unpaved areas. Costs include pipe material, installation, appurtenances, excavation and backfill, for unpaved construction.</td>
<td>$13/ linear foot/inch diameter</td>
</tr>
<tr>
<td>e.</td>
<td>Water pipe up to 24” diameter, installation in unpaved areas. Costs include pipe material, installation, appurtenances, excavation and backfill, for unpaved construction.</td>
<td>$17/ linear foot/inch diameter</td>
</tr>
<tr>
<td>f.</td>
<td>Water pipe 24” and larger, installation in unpaved areas. Costs include pipe material, installation, appurtenances, excavation and backfill, for unpaved construction.</td>
<td>$21/ linear foot/inch diameter</td>
</tr>
<tr>
<td>g.</td>
<td>Water, sewer, and storm pipe installation in bridge decks. Costs include material and installation.</td>
<td>$15.00/ linear foot/inch diameter</td>
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<td></td>
<td>Description</td>
<td>Percentage or Cost</td>
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<tr>
<td>h.</td>
<td>Asbestos pipe removal</td>
<td>$78.00/ linear foot/inch diameter</td>
</tr>
<tr>
<td>i.</td>
<td>Horizontal directional drill – 14 inch diameter HDPE casing</td>
<td>$320.00/ linear foot</td>
</tr>
<tr>
<td>j.</td>
<td>Allowance for dewatering/shoring/thrust protection/miscellaneous</td>
<td>5% of raw construction cost total</td>
</tr>
<tr>
<td>k.</td>
<td>Allowance for mobilization/demobilization</td>
<td>8% of raw construction cost total</td>
</tr>
<tr>
<td>l.</td>
<td>Allowance for construction contingency</td>
<td>20% of raw construction cost total</td>
</tr>
<tr>
<td>m.</td>
<td>Allowance for engineering</td>
<td>10% of total construction cost</td>
</tr>
<tr>
<td>n.</td>
<td>Allowance for environmental, legal, administration</td>
<td>20% of total construction cost</td>
</tr>
<tr>
<td>o.</td>
<td>These costs are indexed to the March 2011 San Francisco ENR CCI of 10151.04 and final payment to VTA shall be based on costs escalated to the March 2015 San Francisco ENR CCI.</td>
<td>-</td>
</tr>
</tbody>
</table>
## TABLE D-2  Updated List of Improvements

<table>
<thead>
<tr>
<th>LOC #</th>
<th>TYPE</th>
<th>SIZE</th>
<th>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</th>
<th>VTA Obligation</th>
<th>VTA Expense</th>
<th>City of Milpitas Cost Share</th>
<th>Cost Share Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>W</td>
<td>12&quot;</td>
<td>Replace approx 130 LF of existing 12-inch water pipe (backbone standard) in 20-inch casing in the new Dixon Landing overcrossing.</td>
<td>VTA is obligated to relocate the existing 12&quot; waterline to clear the SVBX improvements. Current plans call for a 12&quot; main in a 20&quot; casing.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>SD</td>
<td>36&quot;</td>
<td>Relocate approximately 110 LF of 36-inch Reinforced Concrete Pipe (RCP) storm pipe if necessary. Design retaining wall to withstand surcharge.</td>
<td>VTA is obligated to protect this facility in place during construction.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
</tbody>
</table>


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<tbody>
<tr>
<td>2b</td>
<td>SD</td>
<td>33&quot; &amp; 24&quot;</td>
<td>(b) Relocate 33-inch RCP and 24-inch RCP lateral storm pipes on Dixon Landing Road if necessary.</td>
<td>VTA is obligated to protect this facility in place during construction.</td>
<td>Base Level</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>RW</td>
<td>12&quot;</td>
<td>Due to significant constraints at the Dixon Landing Overcrossing, the Parties agree to install the recycled water crossing at Abel Street instead.</td>
<td>None.</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SS</td>
<td>8&quot;</td>
<td>The Parties agree that this 8-inch sanitary sewer pipe near Dixon Landing Road is not impacted by the Project.</td>
<td>VTA is not obligated to Relocate this facility.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>SS</td>
<td>15&quot;</td>
<td>Approx. 130 LF of existing 15-inch VCP with casing near Jurgens Dr. at approx. STA 208+08 is in the vicinity of the work and shall be protected in place during construction.</td>
<td>VTA is obligated to protect these facilities in place during construction.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
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<tr>
<td>6</td>
<td>SD</td>
<td>36&quot;</td>
<td>There are approximately four existing 140 foot long 36-inch diameter RCP near Jurgens Dr. at approx STA 208+20. VTA shall install additional culverts to achieve 100-year capacity, currently assumed as two additional parallel 140 foot long 48-inch diameter RCP culverts. VTA is obligated under the agreement with COM to incorporate improvements covered in master plans that would otherwise be impacted by the SVBX project improvements. TBD. 100-year-capacity culverts across VTA corridor is Base Level. None, for Base Level improvements. If City requests extension of the new culvert across UPRR, a separate cost estimate will be prepared.</td>
<td>VTA is obligated under the agreement with COM to incorporate improvements covered in master plans that would otherwise be impacted by the SVBX project improvements.</td>
<td>None, for Base Level improvements. If City requests extension of the new culvert across UPRR, a separate cost estimate will be prepared.</td>
<td>City is responsible for the additional cost to extend the culverts across the UPRR right of way, if requested.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>14&quot;</td>
<td>The City of Milpitas has decided not to install a 14-inch diameter casing for future utility near Jurgens Dr. VTA is not obligated to install this facility.</td>
<td>N/A</td>
<td>none</td>
<td>none</td>
<td>none</td>
</tr>
<tr>
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<tr>
<td>8</td>
<td>SS</td>
<td>8&quot;</td>
<td>The Parties agree that the 8-inch sanitary sewer pipe along east side of tracks near Minnis Circle at approx. STA 215+50 is not impacted by the Project.</td>
<td>VTA is not obligated to relocate this facility.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>SS</td>
<td>42&quot;</td>
<td>The City of Milpitas has decided not to replace approx. 160 LF of 42-inch RCP with casing at Balboa Dr.</td>
<td>VTA is not obligated to upgrade this facility.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>RW</td>
<td>24&quot;</td>
<td>Install casing for future 24-inch recycled water crossing (SBWR M-5) at Abel St.</td>
<td>VTA is obligated under the Master Agreement with COM to provide accommodation for improvements covered in master plans that would otherwise be impacted by the SVBX project improvements.</td>
<td>Accommodation of Master Plan Improvements are included as Base Level across the VTA right of way.</td>
<td>None, unless City requests extension beyond VTA corridor.</td>
<td>If requested, COM would be responsible for cost of extending casing beyond limits of VTA corridor.</td>
</tr>
<tr>
<td>11</td>
<td>14&quot;</td>
<td></td>
<td>Install approx 500 lin ft of new 14-inch diameter HDPE casing for future utility at Abel St (directional drill).</td>
<td>VTA is not obligated to install additional casing.</td>
<td>None. Concurrent Non-Project Activity</td>
<td>$282,048</td>
<td>Directional Drill 14 inch diameter casing approximately 500 linear feet.</td>
</tr>
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<tr>
<td>12</td>
<td></td>
<td>14&quot;</td>
<td>City has decided not to install a new 14-inch diameter casing for future utility near Marylinn Dr.</td>
<td>VTA is not obligated to install additional casing.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>18&quot;</td>
<td>City has decided not to install a new 18-inch diameter casing for future utility along south side of Calaveras.</td>
<td>VTA is not obligated to install additional casing.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>RW</td>
<td>20&quot;</td>
<td>City has decided not to install a new 20-inch diameter pipe with casing for future recycled water pipe along the south side of Calaveras.</td>
<td>VTA is not obligated to install these facilities.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>SS</td>
<td>21&quot;</td>
<td>The City has decided not to replace approx. 70 LF of existing 21-inch VCP with casing along the south side of Calaveras on west side of ROW.</td>
<td>VTA is not obligated to install these facilities.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>W</td>
<td>72&quot; &amp; 90&quot;</td>
<td>VTA to coordinate with San Francisco Public Utilities Commission (SFPUC) for existing</td>
<td>N/A</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
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<td>SIZE</td>
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<td></td>
<td></td>
<td></td>
<td>72-inch and 90-inch steel water transmission lines and future Bay Division Pipe Line (BDPL) #5 construction south of Turquoise Street.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>RW</td>
<td>20&quot;</td>
<td>The existing 20-inch recycled water line with concrete casing near Curtis Ave is in the vicinity of the work and shall be protected in place.</td>
<td>VTA is obligated to protect this facility in place during construction.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>W</td>
<td>2-12&quot; 2-18&quot;</td>
<td>Replace two existing 12-inch asbestos cement water pipes and casings each approx 70 LF in length. New water lines shall meet City’s backbone standard. VTA shall protect in place two existing 18-inch ductile iron pipe with 30-inch steel casing approx 70 LF in length.</td>
<td>None.</td>
<td>none</td>
<td>City has not requested VTA to replace these pipes.</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
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<tr>
<td>19</td>
<td>SS</td>
<td>15&quot;</td>
<td>Replace approx. 70 LF of existing 15-inch VCP and 30-inch Corrugated Metal Pipe (CMP) casing with 18-inch pipe and casing at Curtis Avenue.</td>
<td>VTA is obligated under the agreement with COM to accommodate improvements covered in the COM master plans that would otherwise be impacted by the SVBX project improvements.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>W</td>
<td>12&quot;</td>
<td>Install 24-inch diameter casing for future 12-inch water pipe to convey flow from Curtis Well to Gibraltar Pump Station.</td>
<td>VTA is obligated under the agreement with COM to accommodate improvements covered in master plans that would otherwise be impacted by the SVBX project improvements.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>SD</td>
<td>5'x4'</td>
<td>Replace existing storm drain (drainage channel and pipe) beginning at Piper Dr. cul-de-sac with approximately 1000 LF of 5'x4' Reinforced Concrete Box (RCB) to the north and tie into existing</td>
<td>VTA is obligated to install new drainage facility.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
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<td>SIZE</td>
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<td>5'x4' RCB.</td>
<td>VTA shall install only those new connection points for water, sewer, and storm utilities serving proposed Milpitas Station Housing/ Citation/ Swenson development located in future Street A. Points of connection shall be extended easterly beyond all underground utility crossings in and parallel to Piper Drive. Exact x-y coordinates for connection points shall be provided by the developer no later than the award date of the C700 contract. Water connections shall be constructed to City</td>
<td>None</td>
<td>None, Concurrent Non-Project activity</td>
<td>$77,174 for the three utility tie-ins at Street A at approx sta 360+30</td>
<td>50 ft of 18 inch water line 70 ft of 36 inch storm drain 40 ft of 10 inch sanitary sewer</td>
</tr>
<tr>
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<td>backbone standard and shall terminate with a gate valve and blind flange. Storm and sewer connections shall</td>
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<td>terminate in a manhole. These data are based on BKF plan PITMUT-MMo1 sheet 7 of 11 dated 11/11/08 and CBG</td>
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<td>plan TM-06 sheet 6 of 8 dated 11/14/08. The private developer shall install the remaining utility connection</td>
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<td>points.</td>
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</tr>
<tr>
<td>23</td>
<td>SD</td>
<td>21&quot;</td>
<td>Connect existing 21-inch CMP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 354+10.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>SD</td>
<td>12&quot;</td>
<td>Connect existing 12-inch CMP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 357+15.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
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</tr>
<tr>
<td>25</td>
<td>SD</td>
<td>18&quot;</td>
<td>Connect existing 18-inch RCP to new 54-inch RCP storm drain or new 5'x4' RCB, near Piper Dr. approx. at STA 358+45.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>SD</td>
<td>12&quot;</td>
<td>Connect existing 12-inch RCP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 359+50.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>SD</td>
<td>24&quot;</td>
<td>Connect existing 24-inch CMP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 361+90.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>SD</td>
<td>12&quot;</td>
<td>Connect existing 12-inch RCP to new 54-inch RCP storm drain near Piper Dr. approx. at STA 365+00.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>SD</td>
<td>21&quot;</td>
<td>Connect existing 21-inch RCP to new 54-inch RCP storm drain near Montague and Piper Dr. intersection.</td>
<td>VTA is obligated to reconnect existing drainage facilities in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
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<tr>
<td>30</td>
<td>SD</td>
<td>54&quot;</td>
<td>Replace existing storm drainage channel and pipe with approximately 1800 LF of parallel 54-inch RCP, beginning near Capitol Ave and extending north to connect to proposed 5'x4' RCB near Piper Dr. cul-de-sac. Work is in accordance with City Storm Drain Master Plan.</td>
<td>VTA is obligated to install this drainage facility as a project improvement.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>SS</td>
<td>8&quot;</td>
<td>Relocate approx 600 LF of 8-inch sewer line which is along east side of tracks south of Montague. See also #53 for continuation to the south.</td>
<td>VTA is obligated to relocate the existing sanitary sewer as part of the SVBX project.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Multiple</td>
<td>-</td>
<td>Extend service laterals in east-bound Montague traffic lanes to accommodate widening for new frontage road for parking garage including but not limited to water meter, hydrants, sewer, street lights.</td>
<td>VTA is obligated to extend laterals and adjust surface improvements to accommodate the SVBX project.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
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</tr>
<tr>
<td>33</td>
<td>RW</td>
<td>12&quot;</td>
<td>Install new 21-inch casing in Montague.</td>
<td>VTA is obligated under the agreement with COM to accommodate improvements covered in master plans that would otherwise be impacted by the SVBX project improvements. Base Level. Since the recycled water pipe is infeasible at Piper Drive, recycled water casings at Montague and Capitol Overcrossings (#33 and #46) are provided instead.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>14&quot;</td>
<td>Install 14-inch diameter casing for future utility in future South Milpitas Blvd extension.</td>
<td>VTA is not obligated to construct these improvements.</td>
<td>None.</td>
<td></td>
<td>X feet of 14&quot; casing.</td>
</tr>
<tr>
<td>35a</td>
<td>RW</td>
<td>12&quot;</td>
<td>Install new 12-inch recycled water pipe and 21-inch casing in future S. Milpitas Blvd. extension to Capitol.</td>
<td>VTA is obligated under the agreement with COM to incorporate the installation of 12&quot; RW line within South Milpitas Blvd.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
<td>VTA Obligation</td>
<td>VTA Expense</td>
<td>City of Milpitas Cost Share</td>
<td>Cost Share Basis</td>
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</tr>
<tr>
<td>35b</td>
<td>RW</td>
<td>12&quot;</td>
<td>City has decided not to install a new 12-inch recycled water pipeline along Capitol Avenue.</td>
<td>VTA is not obligated to construct these improvements.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>SD</td>
<td>27&quot;</td>
<td>Connect existing 27-inch RCP to new 54-inch storm drain near future S. Milpitas extension.</td>
<td>VTA is obligated to adjust existing utilities to accommodate the SVBX project.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>37a</td>
<td>Multiple</td>
<td>-</td>
<td>Construct S. Milpitas Blvd. roadway extension including curb, sidewalk, gutters, streetlights, traffic signals, and underground utilities.</td>
<td>Improvements per master agreement</td>
<td>Base level includes cost of Western Segment.</td>
<td>City responsible for cost of Eastern Segment</td>
<td>Cost share arrangements are specified in the Master Agreement.</td>
</tr>
<tr>
<td>37b</td>
<td>Multiple</td>
<td>-</td>
<td>City has decided not to construct recycled water line to extend northward and tie into new casing at Montague Expressway at this time.</td>
<td>None</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
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</tr>
<tr>
<td>38</td>
<td>W</td>
<td>24&quot;</td>
<td>Install new Santa Clara Valley Water District (SCVWD) turnout with Zone 2 pressure reducing valve (PRV) and 24-inch piping to distribution system along new South Milpitas Blvd. extension. New pipelines shall meet City backbone standard.</td>
<td>None.</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>W</td>
<td>12&quot;</td>
<td>City has decided not to upsize existing Zone 1 water pipeline between Capitol Ave and Lundy Place from 12-inch to 18-inch diameter at this time.</td>
<td>None</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>40a</td>
<td>W</td>
<td>12&quot;</td>
<td>Relocate and upsize from 12-inch to 18-inch Zone 2 water pipeline for approximately 960 LF from Montague Expressway southward to Capitol Avenue overcrossing and continue southward 340 linear feet to tie-in at</td>
<td>VTA obligated to relocate the waterline in kind.</td>
<td>Relocation in kind is Base Level.</td>
<td>$363,069</td>
<td></td>
</tr>
<tr>
<td>40a2</td>
<td>W</td>
<td>12&quot;</td>
<td></td>
<td></td>
<td></td>
<td>Cost differential to install approximately 1300 linear feet of 18 inch diameter pipe in lieu of 12 inch diameter pipe.</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
<td>VTA Obligation</td>
<td>VTA Expense</td>
<td>City of Milpitas Cost Share</td>
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<td></td>
<td></td>
<td></td>
<td>Crossings driveway. New pipelines shall meet City backbone standard. Excludes overcrossing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40b</td>
<td>W</td>
<td>12&quot;</td>
<td>Relocate and upsize from 12-inch to 18-inch Zone 2 water pipeline for approximately 1977 feet northward from Montague Expressway to the tie-in point near the storm and sanitary sewer tie-in points. New pipelines shall meet City backbone standard.</td>
<td>VTA obligated to relocate the waterline in kind.</td>
<td>Relocation in kind is Base Level.</td>
<td>$266,788</td>
<td>Cost differential to install approximately 1977 linear feet of 18 inch diameter pipe in lieu of 12 inch diameter pipe.</td>
</tr>
<tr>
<td>40c</td>
<td>W</td>
<td>12&quot;</td>
<td>Upsize existing 12 inch pipe north of 40 b to 18 inch from tie-in point approximately 2,000 linear feet north to Curtis Avenue extension. New pipelines shall meet City backbone standard.</td>
<td>None</td>
<td>None</td>
<td>None, unless City decides to request this work at a later date. The full cost of this construction would be a City responsibility.</td>
<td>City has not decided to request this item of work as of the date of this amendment. VTA has not agreed to perform this work.</td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
<td>VTA Obligation</td>
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</tr>
<tr>
<td>41</td>
<td>W</td>
<td>12&quot;</td>
<td>The Parties agree that the Capitol PRV is outside the disturbed area and work consists of &quot;protect in place&quot;. If the DB Contractor later determines that the PRV must be relocated to facilitate the work, the City desires a Change Order to upsize from 12-inch to 18-inch.</td>
<td>None</td>
<td>N/A</td>
<td>None, unless City later requests a Change Order to upsize the PRV. The full cost of any up sizing would be a City cost.</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>W</td>
<td>12&quot;</td>
<td>Upsize existing 12-inch to 18-inch Zone 2 water pipeline and casing crossing tracks in Montague Expressway overcrossing. New pipelines shall meet City backbone standard.</td>
<td>VTA is obligated to relocate the waterline in kind.</td>
<td>Relocation in kind is Base Level.</td>
<td>$16,953</td>
<td>Cost differential to provide approximately 130 linear feet of 18 inch diameter pipe inside casing in lieu of 12 inch diameter pipe in casing in Montague overcrossing.</td>
</tr>
<tr>
<td>43</td>
<td></td>
<td>14&quot;</td>
<td>City has decided not to install a new 14-inch diameter casing for future utility in Montague.</td>
<td>None</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
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<tr>
<td>44</td>
<td>W</td>
<td>24&quot;</td>
<td>Install new 24-inch Zone 2 water pipeline and casing that will cross tracks at new South Milpitas Blvd extension.</td>
<td>VTA is obligated to construct new water main and services within S. Milpitas Blvd. and across BART.</td>
<td>Base Level</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>W</td>
<td>18&quot;</td>
<td>Existing 12 inch diameter pipeline is being relocated from east side to west side of tracks. This segment is located in Capitol Avenue overcrossing that will tie into existing pipe on the south side. City requests upsize to 18 inch pipe (or equivalent capacity). New pipelines shall meet City backbone standard.</td>
<td>VTA is obligated to replace/relocate this facility in kind.</td>
<td>Relocation is a Project cost; upsizing is a Concurrent Non-Project Activity.</td>
<td>$9,129</td>
<td>Cost differential to install approximately 160 linear feet of 18 inch diameter pipe inside casing in lieu of 12 inch diameter pipe in casing.</td>
</tr>
<tr>
<td>46</td>
<td>RW</td>
<td>21</td>
<td>Install one 21-inch diameter casing in Capitol Avenue overcrossing for future 12 inch diameter recycled water pipeline.</td>
<td>VTA is obligated under the agreement with COM to accommodate improvements covered in master plans that would otherwise be</td>
<td>Base Level</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
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<td></td>
<td>impacted by the SVBX project improvements. Since the recycled water pipe is infeasible at Piper Drive, recycled water casings at Montague and Capitol Overcrossings (#33 and #46) are provided instead.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47a and 47a2</td>
<td>W</td>
<td>12&quot;</td>
<td>Upsize existing 12-inch to 18-inch Zone 1 water pipeline from the Capitol PRV northward through the new Capitol Avenue overcrossing to the point of connection with the existing 12 inch pipeline. Excludes overcrossing. New pipelines shall meet City backbone standard.</td>
<td>VTA is obligated to replace/relocate this facility in kind.</td>
<td>$129,128</td>
<td></td>
<td>Cost differential to install approximately 440 linear feet of 18 inch diameter pipe inside casing in lieu of 12 inch diameter pipe.</td>
</tr>
<tr>
<td>47b</td>
<td>W</td>
<td>12&quot;</td>
<td>Upsize existing 12-inch to 18-inch Zone 1 water pipeline and casing crossing tracks in Capitol Avenue. New pipelines shall meet City backbone standard.</td>
<td>VTA is obligated to replace/relocate this facility in kind.</td>
<td>$21,961</td>
<td></td>
<td>Cost differential to provide approximately 130 linear feet of 18 inch diameter pipe inside casing in</td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSENGS - DESCRIPTION - SCOPE OF WORK</td>
<td>VTA Obligation</td>
<td>VTA Expense</td>
<td>City of Milpitas Cost Share</td>
<td>Cost Share Basis</td>
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</tr>
<tr>
<td>48</td>
<td>W</td>
<td>12&quot;</td>
<td>Upsize existing 12-inch to 18-inch Zone 1 water pipeline and casing at SVBX crossing along Lundy Place at southern City limit. New pipelines shall meet City backbone standard.</td>
<td>VTA is obligated to replace/relocate this facility in kind.</td>
<td>City of Milpitas to pay for all cost of upsize.</td>
<td>None. City has decided not to include this item of work at this time.</td>
<td>lieu of 12 inch diameter pipe in casing in Capitol Avenue.</td>
</tr>
<tr>
<td>49</td>
<td>W</td>
<td>18&quot;</td>
<td>This pipeline segment is not needed since Capitol PRV is not being relocated.</td>
<td>None</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>W</td>
<td>42&quot;</td>
<td>Relocate SCVWD's 42-inch Welded Steel Pipe (WSP) water transmission line parallel to tracks on east</td>
<td>VTA is obligated to replace/relocate this facility in kind.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
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<tr>
<td>51</td>
<td>SD</td>
<td>78&quot;</td>
<td>Relocate City of San Jose’s 78-inch CMP storm drain siphon near Lundy Place.</td>
<td>VTA is obligated to construct new Storm Drain Siphon.</td>
<td>Base Level</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>W</td>
<td>18&quot;</td>
<td>This 18-inch Zone 2 water pipeline is not needed since the Capitol PRV is not being relocated.</td>
<td>None</td>
<td>N/A</td>
<td>none</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>SD</td>
<td>15&quot;</td>
<td>Modifications to the footprint, size, and discharge features of the Crossings Apartment’s detention basin are needed to accommodate the parallel utility corridor and should be included as part of the Base Level project. In addition, the Parties agree to modify the City's storm drain system along Capitol Avenue in order to disconnect the City's Detention basin modifications are part of the Base Level project.</td>
<td>Storm drain replacement along Capitol Avenue is a Concurrent Non-Project Activity</td>
<td>$424,570</td>
<td>City also to provide right-of-way, environmental clearance and City of San Jose encroachment permit. City to account separately for plan check and inspection costs related to this item, which costs shall not be</td>
<td>Cost to provide approximately 750 linear feet of 18 inch pipe to connect with VTA's proposed 54 inch storm drain pipe just north of the Crossings detention basin. ($18x18in x750’ x1.28 x 1.05 x 1.3 = $424,570 )</td>
</tr>
<tr>
<td>LOC #</td>
<td>TYPE</td>
<td>SIZE</td>
<td>UTILITY CROSSINGS DESCRIPTION - SCOPE OF WORK</td>
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<tr>
<td></td>
<td>Multiple</td>
<td>-</td>
<td>storm drain system from the San Jose storm drain system. Design and install an 18 inch diameter storm drain pipe from the City southern boundary at Capitol Avenue to the new 54 inch pipe just north of the Crossings detention basin.</td>
<td>None</td>
<td>N/A</td>
<td>charged to VTA.</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td></td>
<td></td>
<td>City has determined that Capitol Avenue improvements are not required at this time.</td>
<td></td>
<td></td>
<td>N/A</td>
<td>none</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Parties have agreed that installing a recycled water pipe in Piper Dr from Milpitas Station Project to Montague Expressway is infeasible. Install new recycled water casings at Montague and Capitol</td>
<td>VTA is obligated under the agreement with COM to accommodate improvements covered in master plans that would otherwise be impacted by the SVBX project improvements. Base Level. Since the</td>
<td>N/A</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>RW</td>
<td>12&quot;</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td>None</td>
</tr>
<tr>
<td>LOC #</td>
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<td>SIZE</td>
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<td>Overcrossings instead.</td>
<td>recycled water pipe is infeasible at Piper Drive, recycled water casings at Montague and Capitol Overcrossings (#33 and #46) are provided instead.</td>
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</table>
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief SVRT Program Officer, Carolyn M. Gonot

SUBJECT: Trade Zone Boulevard Utility Cooperative Agreement Between VTA and the City of San Jose

Policy-Related Action: No  Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to enter into a cooperative agreement with the City of San José regarding utility relocations within Trade Zone Boulevard in support of the BART Silicon Valley Berryessa Extension Project.

BACKGROUND:

VTA entered into a Master Agreement with the City of San José for the Silicon Valley Berryessa Extension (SVBX) Project on June 22, 2010. The Master Agreement provided a framework for cooperative efforts between the two agencies to advance the project, and provided for the development of subsequent agreements to address specific project issues.

An existing railroad grade crossing at the location where the SVBX right-of-way crosses Trade Zone Boulevard will be converted to a grade-separated passenger rail crossing by the SVBX project. The Trade Zone Boulevard grade crossing is located on land owned in fee by VTA.

DISCUSSION:

On September 10, 1975, City of San Jose acquired a utility easement across the Western Pacific railroad right-of-way at Trade Zone Boulevard, the terms of which required City of San Jose to relocate any utilities located within the easement if necessary to accommodate use of the easement area by the railroad (now VTA) for railroad purposes.
The construction of SVBX will require the relocation of all utilities in the crossing, including City-owned as well as non-City-owned utilities, at an estimated cost of approximately $1.2 million. The utility relocations at Trade Zone Boulevard must be coordinated with other SVBX activities to avoid impacting the project schedule. Although the City of San Jose is responsible for the relocations, it is important for VTA to retain control of the work at this location. VTA has proposed to accept responsibility for the utility relocations in exchange for City of San Jose’s acceptance of maintenance responsibilities having an approximately equal value to the cost of the utility relocations. This cooperative agreement documents this exchange of value.

The City of San Jose has accommodated the SVBX project by agreeing to accept permanent ownership and maintenance responsibilities for several project features (listed in Table 1).

- **Sierra-Lundy Siphon and Pump Station.** At the intersection Sierra Road and Lundy Avenue, the BART trench will interrupt the sewer and storm drain systems, which currently function as conventional gravity-flow pipelines. To accommodate BART, the facilities will have to be depressed to an unusual depth, and pump stations will be constructed to pump the sewer and storm flows back up into the downstream pipes. These crossings are referred to as “siphons” because they no longer operate by gravity and require pumps. The pump stations will incur permanent, on-going costs for maintenance and for electric power to operate the pumps. The storm drain system at this location handles very large flows, and will require a siphon structure and pump station at an exceptional depth - about 45 feet below the street level.

- **Berryessa Station Way.** The City has agreed to accept maintenance responsibility for the new station access road, Berryessa Station Way. Although there are other roadway improvements being constructed by the project that will be accepted by the Cities of San Jose and Milpitas, Berryessa Station Way represents a more significant contribution by the City of San Jose because it serves no property other than the BART station, and includes features such as a bridge over Upper Penitencia Creek that could involve significant future maintenance.

The approximate value of these maintenance obligations has been estimated by VTA, as shown in the following table:

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Estimated Value*</th>
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</thead>
<tbody>
<tr>
<td>Operation and maintenance of Sierra-Lundy siphon and pump station</td>
<td>$274,000</td>
</tr>
<tr>
<td>Operation of Sierra-Lundy sewer pump station</td>
<td>$88,000</td>
</tr>
<tr>
<td>Operation and maintenance of Berryessa Station Way and bridge</td>
<td>$800,000</td>
</tr>
<tr>
<td>Approximate Total Value</td>
<td>$1,162,000</td>
</tr>
</tbody>
</table>

*Cost estimated for a duration of 20 years.

The value of the utility relocation work at Trade Zone Boulevard is comparable and
approximately equal to the value of the maintenance obligations for project features being accepted by City of San Jose. Therefore, staff is recommending the exchange of obligations.

**ALTERNATIVES:**

The alternative to approval of this agreement would be to require City of San Jose to fulfill its obligation to relocate the utilities in Trade Zone Boulevard at its expense. However, this alternative is not recommended because it would remove the completion of this work from VTA’s control, and could also cause City of San Jose to require compensation from VTA in order to accept maintenance responsibility for the items listed above.

**FISCAL IMPACT:**

This agreement would result in an exchange of value of approximately $1.2 million. Appropriation for the $1.2 million utility relocation is included in the FY 2012 Adopted 2000 Measure A Transit Improvement Program Fund Capital Budget. By accepting this agreement, VTA eliminates any obligation to compensate City of San Jose for acceptance of maintenance responsibilities for the project improvements noted above, resulting in minimal net cost.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Transit Planning & Operations Committee met on August 18, 2011 as a Committee of the Whole. Staff explained the features of the Sierra-Lundy siphon and clarified the maintenance needs due to the depth of the facility. The Committee of the Whole supported the staff recommendation.

Prepared by: John Morris
Memo No. 3179
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief Administrative Officer, Bill Lopez

SUBJECT: Employees of the Month for September 2011

FOR INFORMATION ONLY

BACKGROUND:

Eric Rosenberg is the Administration Award winner for September. Eric is an accomplished Transit Service Development Specialist II and has been with VTA for over 30 years. Highly skilled in scheduling and service planning, Eric has mastered various operations data analysis programs and databases. His co-workers consider Eric a fantastic resource of information and appreciate his willingness to share knowledge. A team player, Eric places team members and goals above personal interests. Congratulations to Eric Rosenberg, Administration Employee of the Month for September!

Jason Finstad is the Maintenance Employee of the Month for September. Jason is a Transit Mechanic at the Chaboya Maintenance Division and has worked at VTA for almost 5 years. As a Road Call mechanic, he performs his job with high attention to detail and customer satisfaction. He represents VTA well in the eyes of the public and helps to ensure the riders of VTA get to their destination safely and on time. Jason’s managers have also noted that his fast, efficient and dependable service helps to promote a positive work environment at VTA. Congratulations to Jason Finstad, Maintenance employee of the Month for September!

Akihiro “Aki” Terasawa, Coach Operator from North Division, is the Operations Employee of the Month for September. Aki has been employed with VTA for almost 5 years and his conscientious service and commitment to his work has already earned him the respect of his fellow employees, dispatchers and supervisors. Additionally, Aki provides great customer service to the riding public. This is evidenced by the several compliments from passengers that cite his friendly and courteous demeanor, as well as his skill as a driver. Congratulations Akihiro Terasawa, Operations Employee of the Month for September!
Prepared By: Chris Childress
Memo No. 3266
FOR INFORMATION ONLY

The Santa Clara Valley Transportation Authority (VTA) Board of Directors has designated BART Silicon Valley as the priority project in the 2000 Measure A Program. The 16-mile extension of Bay Area Rapid Transit (BART) into Santa Clara County is being implemented under agreement with BART, by VTA’s Silicon Valley Rapid Transit Program. The project will be delivered in phases, and progress on the first phase is moving towards full funding and construction award.

The first phase, identified as the Silicon Valley Berryessa Extension (SVBX) Project, is a $2.1 billion, 10-mile, two-station (Milpitas and Berryessa) project. The SVBX project runs in the rail corridor that VTA purchased and extends the regional BART system from the future BART Warm Springs Station in Fremont to the Berryessa area of north San Jose.

Achievement of recent milestones include advancement into the Federal New Starts Program, authority to pursue design build as the project delivery method and receipt of federal environmental clearance. These accomplishments have resulted in an increase of project activities. To ensure the VTA Board of Directors is informed of key project activities, BART Silicon Valley staff will provide monthly program updates.

Significant BART Silicon Valley Project activities and progress during August 2011 include:

**FTA New Starts Activities**

The schedule for the Full Funding Grant Agreement (FFGA) has been finalized and VTA anticipates the FFGA will be executed in late January 2012. FTA’s Project Management Oversight Contractor (PMOC) continues to review VTA’s application documents and recently conducted technical capacity and capability interviews of new key project staff.
On August 10, 2011, VTA received a Letter of No Prejudice for the construction of the Kato Road BART bridge ahead of the execution of the FFGA. This work will be included in the Kato Road Grade Separation contract and will result in construction efficiencies and cost savings.

**C700 Design Build Contract**

The C700 package includes the final design and construction of the line, track, stations and systems of the Berryessa Extension. In August, VTA issued Addendum No. 6 to the Request for Proposal, providing additional technical and non-technical information to the pre-qualified teams. Proposals are due to VTA by September 11, 2011 and will be evaluated by VTA’s evaluation panel and technical teams through mid-November. It is anticipated that the contract will be awarded in early December, and a limited Notice-to-Proceed will be issued in early February 2012.

**Real Estate Activities**

The Project Real Estate team continues to be on track with the acquisition process. The team has actively and successfully obtained permission from property owners to conduct environment testing and appraisal inspections from all scheduled properties, except for two. For these two properties, the legal team was successful in obtaining court ordered access to conduct requisite due diligence activities. On the acquisition side, VTA made 4 key offers to acquire properties needed to construct the station campuses and mitigate Upper Penetencia Creek. VTA staff anticipates that it will be making several additional offers in the next few weeks. A total of 15 appraisals and 12 review appraisals have been completed. Another 32 properties are in the process of being appraised. In addition, letters have been and continue to be sent to occupants who potentially may need to relocate as a result of the Project. The letters generally describe the relocation benefits and assistance occupants may be eligible to receive along with the process for becoming eligible to receive such benefits.

**Residential Noise Insulation Program**

On June 2, 2011, VTA BOD authorized the General Manager to execute a contract with CSDA Architects for professional services for the Silicon Valley Berryessa Extension (SVBX) Residential Noise Insulation Program (RNIP). After conducting a project site visit, staff added seven more residences to the 460 residences that have been identified as potential candidates for the additional mitigation based on the noise study criteria. Staff is finalizing the contract with CSDA Architects and in the process of developing a RNIP Policies and Procedures Manual. Noise testing is scheduled to start in October 2011.

Since May, RNIP Outreach has mailed more than 800 letters through four attempts and made approximately 530 outreach attempts via phone, e-mail, or in-person to the 467 potential RNIP candidates. To date 450 residences have completed Permission for Sound Study (PSS) forms, representing 96.4 percent complete on obtaining the signed PSS forms which is on the critical path of this project schedule.
BART Silicon Valley Communications and Outreach Update

Project communications and outreach for August included participation at several events throughout the project corridor. On August 6-7, VTA had a booth at the Fremont Festival of the Arts. The festival attracted over 300,000 visitors, and staff provided updated information on BART Silicon Valley and the Kato Road Grade Separation Project. On August 27, Outreach staff participated in a Resource Fair at Flickinger Park for Council Member Kansen Chu's district. On August 31, staff presented a project update to the Fremont Chamber of Commerce, and manned a monthly project information table at the Milpitas Library. Throughout the month, the team responded to more than 100 constituents regarding various BART Silicon Valley related inquiries.

In addition to the above-mentioned outreach activities, there was significant print and broadcast media coverage about the August project funding allocations from the California Transportation Commission. Reports were written or aired by the San Jose Mercury News, Milpitas Patch, Silicon Valley Business Journal, KLIV, KCBS, KNTV, CBS, and KTVU.

Prepared By: Kevin Kurimoto
Memo No. 3137
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief SVRT Program Officer, Carolyn M. Gonot

SUBJECT: Silicon Valley Berryessa Extension Project Labor Agreement

Policy-Related Action: Yes                                   Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

BACKGROUND:

On November 19, 2001, VTA and BART executed the Comprehensive Agreement for the Santa Clara County BART Extension. This agreement provides the essential framework for implementing the BART extension in Santa Clara County. VTA is building this extension in stages under its Silicon Valley Rapid Transit (SVRT) Program. The first stage has been identified as the Silicon Valley Berryessa Extension (SVBX) Project that includes two stations, Milpitas and Berryessa, and extends approximately 10 miles from the planned Warm Springs Station being constructed by BART in Alameda County, to the planned Berryessa Station in the City of San José. The SVBX project is estimated to cost $2.5 billion.

In December 2009, the Federal Transit Administration (FTA) accepted the Silicon Valley Berryessa Extension Project into its New Starts funding program, approved the Environmental Impact Statement and issued a Record of Decision in June 2010 enabling VTA to proceed with real estate acquisition and other early activities. On April 1, 2011, FTA approved the SVBX
project for final design, allowing the project to initiate final design, demolition and remediation, and procurement of long lead time items. FTA is currently working with VTA to move the project toward a Full Funding Grant Agreement (FFGA), anticipated to be executed in January 2012.

On February 6, 2011, President Obama signed Executive Order 13502 encouraging federal grant recipients to consider the use of Project Labor Agreements on large-scale construction projects. The order explained that the use of a Project Labor Agreement (PLA) may ensure a steady supply of labor, prevent labor disputes and uncertainty about the terms and conditions of employment and promote the efficient and timely completion of construction projects.

On March 25, 2011, VTA released its Request for Proposal (RFP) to begin procurement of a Design-Builder to implement the design and construction of the BART-related elements of the SVBX project designated as the C700 Line, Track, Stations and Systems Design Build Contract. Included in the RFP are provisions that VTA would incorporate a Project Labor Agreement (PLA) into the RFP by Addendum should a PLA be negotiated and adopted by the VTA Board.

DISCUSSION:

The successful and timely completion of the SVBX project is important to VTA and the public. Because of the large cost of the project, delays can amount to substantial additional expense. VTA has been taking measures to minimize the risks of delays, including the major risk of workforce disruption. Large numbers of workers of various skills will be required to construct the extension. On a project of this magnitude, with multiple contractors and bargaining units on the job site at the same time over an extended period, the potential for work disruption is substantial, unless there is an overriding commitment to maintain continuity of work. To avoid such a delay and its costs, VTA has moved toward making this commitment through development of a PLA.

Other recent local public works projects utilizing a project labor agreement include the San Jose International Airport Expansion and the Santa Clara Valley Medical Center expansion and seismic upgrade.

Pursuant to case law, VTA is required to demonstrate objectively that the PLA furthers a legitimate government interest, in this case, to promote efficiency of construction operations in the SVBX project. The VTA Board’s adoption of a resolution of findings (Attachment B) will define the benefits of the PLA. The PLA provides for the orderly and peaceful settlement of labor disputes and grievances without strikes, work stoppages or lockouts and ensures the availability and stability of labor resources throughout the duration of the project, thereby reducing the risk of significant economic loss to VTA, disruption to the community, and delays to the completion of the project. The PLA will promote the public interest in assuring the timely and economical completion of the SVBX project.

VTA staff has entered into and completed negotiations of a Draft PLA (Attachment A) with the Santa Clara & San Benito Counties Building & Construction Trades Council and all designated and signatory unions. VTA’s role is to ensure that the PLA’s terms are requirements of the C700 Design-Build contractor and its subcontractors. The Trades Council’s role is to ensure that the
terms are respected by the applicable trade unions. Through the PLA, VTA had made arrangements with the Trades Council to obligate the C700 Design-Build contractor to meet the terms of the agreement until revenue service commences. This PLA is designed exclusively to govern the Line, Track, Stations and Systems Contract due to its size, complexity and importance to the public. VTA contracts outside of the Line, Track, Stations and Systems Contract are not governed or affected by this agreement.

Key elements of the recommended Project Labor Agreement are as follows:

- The Project Labor Agreement prohibits strike, work stoppages, work slow-downs, picketing and lock-outs.
- Provides a structure for the resolution of labor disputes.
- Provides a common set of work rules for all craft labor on the project.
- Representative crafts covered by the Project Labor Agreement include asbestos workers, bricklayers, carpenters, iron workers, plumbers, laborers, roofers, sheet metal workers, electricians, sprinkler fitters, painters, and others.
- Eliminates potential conflicts between existing labor agreements with contractors and subcontractors.
- Provides for the orderly resolution of jurisdictional disputes among individual unions.
- Increases the availability of craft labor to all contractors and sub-contractors.
- Craft labor wages for public works projects are governed by their labor classification under the California Labor Code, and are not changed by the Project Labor Agreement.

Staff recommends that it is in the best interests of VTA and the SVBX project to enter into the PLA with the C700 Design-Build contractor and the Santa Clara & San Benito Counties Building & Construction Trades Council and designated signatory labor unions.

**ALTERNATIVES:**

VTA can proceed with VTA contract C700 without using a Project labor Agreement, by issuing an addendum to the prequalified proposers indicating that no PLA will be used. This may delay the award of the contract a month or more, and increase the pricing for the proposals submitted.

**FISCAL IMPACT:**

The absence of a PLA poses significant risks to the timely and cost-effective completion of the project.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Administration & Finance Committee, Transit Planning & Operations Committee and
Congestion Management Programming & Planning received this item at their scheduled August 2011 meetings. The Administration & Finance Committee supported the staff recommendation. The Transit Planning & Operations Committee requested clarification as to how the PLA informs VTA consideration's of wage rates. Staff noted that labor pay is based on prevailing wages as required for federal contracts. In addition, staff noted how the uniform work rules would provide some stability for the contractor that would inform their bid pricing and schedule. The Transit Planning & Operations Committee as a Committee of the Whole supported the staff recommendation.

At the Congestion Management Planning and Programming Committee, VTA staff explained the considerations in the decision to establish a PLA on a project, since VTA has not been a participant to one in the past. Staff also responded to a question regarding the penalties to a union for a violation of the PLA. Neil Struthers of the Building & Construction Trades Council also noted that about $6 billion of construction projects have been constructed in Santa Clara County with a PLA in place and there has never been a need to use the arbitrators for disputes. The Congestion Management Planning & Programming Committee unanimously approved staff's recommendation.

Prepared by: Carolyn M. Gonot
Memo No. 2936
PROJECT LABOR AGREEMENT

relating to

C700 LINE, TRACK, STATIONS AND SYSTEMS DESIGN BUILD CONTRACT (DB11002F)

SILICON VALLEY BERRYESSA EXTENSION PROJECT

Dated: ________________, 2011
PROJECT LABOR AGREEMENT
relating to the C700 LINE, TRACK, STATIONS AND SYSTEMS DESIGN BUILD
CONTRACT (DB11002F)

SILICON VALLEY BERRYESSA EXTENSION PROJECT

This Project Labor Agreement ("Agreement") is made and entered into this ____ day of
______________, 2011 ("Effective Date"), among the Santa Clara Valley Transportation Authority ("VTA"),
the contractors and/or subcontractors (collectively, the "Contractors") that sign the "Agreement to be
Bound" (attached hereto as Appendix A), the unions that are signatories hereto (the "Unions"), and the
Santa Clara-San Benito Counties Building and Construction Trades Council (the "Council" and, collectively
with VTA, the Contractors, the Unions, the "Parties"). Capitalized terms used herein and not otherwise
defined shall have the meanings ascribed to such terms in Article 1 of this Agreement.

PURPOSE

The purpose of this Agreement is to promote efficiency of construction operations during
construction of the Project (defined below) by providing for the orderly and peaceful settlement of labor
disputes and grievances without strikes, work stoppages or lockouts, thereby promoting the public interest
in assuring the timely and economical completion of the Project.

RECITALS

WHEREAS, VTA is developing a 16-mile extension of the existing Bay Area Rapid Transit District
("BART") regional heavy rail system from the future Warm Springs Station through Milpitas, San Jose and
Santa Clara through a 2-phased approach; and

WHEREAS, this Agreement is intended solely for phase 1, known as the Silicon Valley Berryessa
Extension, consisting of the construction of a 10-mile extension of the BART system that will begin south of
the future BART Warm Springs Station in Fremont and proceed alongside the Union Pacific Railroad
through Milpitas ending in the Berryessa area of north San Jose at Las Plumas Avenue (the "Project"); and

WHEREAS, the successful and timely completion of the Project is of the utmost importance to the
general public; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the
construction work, including those to be represented by unions affiliated with the Council and any other
craft labor organization which is signatory to this Agreement, or employed by Contractors who are signatory
to agreements with said labor organizations; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and
bargaining units on the job site at the same time over an extended period of time, the potential for work
disruption is substantial without an overriding commitment to maintain continuity of work; and
WHEREAS, the interests of the general public, VTA, the Unions and Contractors will be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, VTA, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between a Contractor and the affected Unions; provided, however, that in no event shall any such agreements conflict with the provisions of Article 4 of this Agreement; and

WHEREAS, the Parties hereto are committed to constructing the Project safely and efficiently and the Unions are committed to staffing Project Work with qualified craft workers; and

WHEREAS, since a portion of the Project will be funded with federal monies, the entire Project is subject to, and must comply with, all applicable federal regulations imposed as a result of such funding sources; and

WHEREAS, this Agreement is an exhibit to the Design Build Contract for the construction of the Project to be awarded by VTA in accordance with the applicable provisions of the California Public Contract Code, and Federal, State and local regulations, ordinances and laws; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of VTA with respect to providing business opportunities for disadvantaged or small business entities in connection with any contracts for the Project; and

WHEREAS, VTA has the absolute right to select as its Prime Contractor the entity offering the best value to VTA; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means collectively, each agreement (attached hereto and incorporated herein as Appendix A) executed by a Contractor.
1.3 "Completed" or "Completion" means, with respect to a Construction Contract, that point VTA commences revenue service of the Project.

1.4 "Construction Contract" means any contract entered into by the Prime Contractor or a Contractor for construction of Project Work.

1.5 "Contractor(s)" includes the Prime Contractor and all of its Subcontractors, including owner operators of any tier, and any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with VTA, the Prime Contractor or any of its contractors or subcontractors of any tier, with respect to Project Work.

1.6 "Core Worker" means an employee: (i) who appears on a Contractor’s active payroll for 90 of the 120 working days before award of a Construction Contract; (ii) who possesses all licenses required by applicable state and federal law for the Project Work; and (iii) who has the ability to safely perform the basic functions of the applicable trade as required by California Labor Code Section 3071 and following and Title 8, Chapter 2, of the California Administrative Code; and has worked at least one thousand (1,000) hours in the appropriate construction craft.

1.7 "Council" means the Santa Clara-San Benito Counties Building and Construction Trades Council, AFL-CIO.

1.8 "Design Build Contract" means the C700 Line, Track, Station and Systems Design Build Contract (DB11002F) - Silicon Valley Berryessa Extension Project, as amended.

1.9 "Prime Contractor" means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into the Design Build Contract with VTA.

1.10 "Project" is defined in Section 2.2 of this Agreement.

1.11 "Project Manager" means the person or persons or business entity, if any, designated by VTA to oversee the construction on the Project.

1.12 "Project Site" means the property or area made available to a Contractor by VTA for the sole purpose of construction of the Project.

1.13 "Schedule A" means the local master labor agreement of a Union signatory to this Agreement and which is attached hereto as Appendix C.

1.14 "Union" or "Unions" means the Council and any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

1.15 "VTA" means the Santa Clara Valley Transportation Authority, an independent public agency duly formed and organized in accordance with the laws of the State of California.
ARTICLE 2
SCOPE OF AGREEMENT

2.1 Parties. This Agreement shall apply solely to and is limited to all Contractors performing construction on the Project, VTA, and the Unions.

2.2 Project Description. Except for the activities covered by Section 2.3, this Agreement shall apply and is limited to construction, and capital improvement work as described in the Design Build Contract, performed by those Contractors of whatever tier which have contracts with the Prime Contractor for such work, all of which is hereinafter referred to as the “Project” or “Project Work.” VTA has the absolute right to combine, consolidate or cancel the Design Build Contract or portions thereof identified as part of the Project. Should VTA remove any portion of the Design Build Contract from the Project for reasons unrelated to the Project Labor Agreement and thereafter authorize that construction work be commenced on such portion of said contract, then such contract may, if feasible, be performed under the terms of this Agreement. Once a Construction Contract is completed it is no longer covered by this Agreement except when a Contractor is directed to engage in repairs, warranty work or modifications required by its construction Contract with VTA. For the purposes of this Agreement, a construction Contract shall be considered completed as set forth in Section 1.3 of this Agreement. Nothing in this Project Description or Agreement should be interpreted to exclude any on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. This scope of work includes all construction related soils and materials testing and inspection where such testing and inspection is a classification as to which a prevailing wage determination has been published. It is understood by the Parties that VTA may at anytime, and in its sole discretion, build segments of the Project falling within the terms of this Agreement, or modify or not build the Project or any part of the Project that would be covered in this Agreement.

2.2.1 The Project includes all work necessary for the Project and/or in temporary yards or areas adjacent to and solely dedicated to the Project, and at any dedicated on-site batch plant constructed exclusively to supply materials to the Project. This Agreement covers all on-site fabrication work over which VTA or the Prime Contractor possesses the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement does not cover any off-site fabrication work performed by the Unions unless such off-site fabrication work is covered by a provision of a current collective bargaining agreement involving the applicable Union(s).

2.2.2 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations.

2.2.3 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work. However, (a) it is recognized that installation of specialty items which may be furnished by the Prime Contractor shall be performed by construction persons employed under this
Agreement who may be directed by other personnel in a supervisory role; and (b) work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer’s warranty. The decision of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer’s warranty shall be supported by written statement from the Contractor indicating that the work must be performed by construction persons of the vendor or other companies to protect the particular manufacturer’s warranty, that this requirement is consistent with the original equipment manufacturer’s or vendor’s standard warranty agreement for such equipment and is consistent with industry practice regarding the particular material or equipment involved. In such instances all other provisions of this Agreement shall apply.

2.3 **Exclusions**. The following shall be excluded from Project Work:

2.3.1 This Agreement shall be limited to construction work necessary for the Project and is not intended to, and shall not govern other construction work performed by VTA at any time prior to the Effective Date and during or after the expiration or termination of this Agreement.

2.3.2 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by VTA that are outside the scope of the Project.

2.3.3 This Agreement is not intended to, and shall not affect the operation or maintenance of any of VTA’s facilities or rail system.

2.3.4 This Agreement shall not apply to a Contractor’s executives, managerial employees, engineering employees, design employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

2.3.5 This Agreement shall not apply to any work performed on or near or leading to the site of the Project Work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors; or by public or private utilities or their contractors; or by VTA or its contractors for work not under the scope of the Prime Contractor.

2.3.6 This Agreement shall not apply to the off-site maintenance of leased equipment or the on-site supervision of such work.

2.3.7 This Agreement shall not apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion.

2.3.8 This Agreement shall not apply to any activity undertaken or managed by the Prime Contractor relating to all design services and/or Project management activities.

2.3.9 This Agreement shall not apply to VTA, BART and Union Pacific Railroad employees.

2.3.10 This Agreement shall not apply to superintendents, supervisors, professional engineers and/or licensed architects engaged in inspection and testing, quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, technicians, non-manual employees, and all professional, engineering, administrative and management persons. However soils and...
materials testing and inspection related to construction where such testing and inspection is a classification as to which a prevailing wage determination has been published is covered by this Agreement and not excluded by this section.

2.3.11 This Agreement shall not apply to persons engaged in on-site equipment warranty work, unless a current employee of a Contractor is on-site and certified by the relevant manufacturer to make warranty repairs on the Contractor’s equipment.

2.3.12 This Agreement shall not apply to persons engaged in geophysical testing other than boring for core samples.

2.3.13 This Agreement shall not apply to persons engaged in work, which is ancillary to Project Work and performed by third parties (such as utility companies) who shall install their work only to certain demarcation points identified by the Prime Contractor.

2.3.14 Work covered by this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms and conditions of the National Agreement of the International Union of Elevator Constructors except that Articles 4, 12, and 13 of this Agreement shall prevail and shall apply to such work.

**ARTICLE 3**

**EFFECT OF AGREEMENT/CONTRACTORS**

3.1 **Binding Upon Execution.** Notwithstanding anything to the contrary in this Agreement, this Agreement shall not become effective until this Agreement is approved and signed by: VTA, the Unions and the Council. By executing this Agreement, all Parties agree to be bound by each and every provision of this Agreement. By accepting the award of a Construction contract for the Project, whether as a contractor or subcontractor at any tier, the Contractor/Subcontractor agrees to be bound by each and every provision of this Agreement.

3.2 **Scope.** This Agreement shall be binding on the signatory parties hereto. Any parents, affiliates, subsidiaries, or other ventures of any such party performing work on the Project must execute an Agreement to be Bound prior to commencing any work on the Project.

3.3 **Contractors.** The Prime Contractor agrees that neither it nor any of its contractors or subcontractors of whatever tier will subcontract work to be done on the Project except to an entity that is party to this Agreement. Any Contractor or Subcontractor working on the Project shall as a condition of working on the Project, become signatory to and perform work on the Project and pursuant to the terms and conditions of this Agreement.

3.3.1 Each Contractor shall evidence its agreement to be bound to this Agreement by executing an Agreement to be Bound. If a Contractor refuses to execute an Agreement to be Bound, then such Contractor or Subcontractor shall not be awarded a construction contract to perform Project Work. Any Contractor or Subcontractor that executes an Agreement to be Bound agrees that it shall be considered a signatory party to this Agreement.
3.4 **Liability.** It is understood that the liability of each Contractor and Subcontractor and the liability of each Union under this Agreement shall be several and not joint.

3.5 **Subcontracts.** With regard to any Contractor or Subcontractor that is independently signed to any Schedule A Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Schedule A Agreement. Any such subcontracting clause in a Schedule A Agreement shall remain and be fully enforceable between each craft union and its signatory employers and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft Unions and their respective signatory employers under a Schedule A Agreement.

**ARTICLE 4**

**WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, VTA and Contractors agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling, slowdowns, withholding of work, refusal to work, lockout, sickout, walk-off, sit-downs, stand-in, wobble, boycott or other work stoppage, disruption advising the public that a labor dispute exists, or other impairment of any kind, for any reason, by the Unions or construction persons employed on the Project, at the Project Site or at any other VTA facility because of and related to a dispute on or at the Project Site. The withholding of labor, but not picketing, because of a Contractor’s or Subcontractor’s failure to make fringe benefit Trust Fund payments or failure to meet its weekly payroll shall not be considered a violation of this Section 4.1.1; provided, however, that in each instance said impacted Union or construction persons provide not less than forty-eight (48) hours prior written notice to VTA and the Design Build Contractor of its/their intent to withhold labor. Disputes arising between the Unions and Contractors on other Agency projects are not governed by the terms of this Agreement. Failure by any Union, local union or employee to cross any picket line established at a Project Site is a violation of this Article.

4.1.2 As to construction persons employed on the Project, there shall be no lockout of any kind by any Contractor covered by this Agreement.

4.1.3 The Union and its applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at a Project Site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

4.1.4 The Union shall not be liable for acts of employees for which it has no responsibility. A local union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of a Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.
4.1.5 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

4.1.6 In the event of any work stoppage, strike, sympathy strike, picketing, interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the project work affected by such activity at the Contractor’s discretion and without penalty.

4.1.7 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference or lockouts with the work or other disruptive activity affecting any Project Site during the term of this Agreement. Any Union or Contractor which initiates or participates in such work stoppage or lockout in violation of this Article, or which recognizes or supports the work stoppage of another Union or lockout by a Contractor which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 4.5.

4.2 Expiration of Local Agreements. If any local, regional, or other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 above as a result of the expiration of any such agreement(s) having application on the Project and/or failure of the involved Parties to that agreement to reach a new contract. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

4.2.1 Option 1: Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union’s interim agreement offered to Contractors will be no less favorable than the terms of any other interim agreement offered by the Unions to any other employer or group of employers covering the same type of construction work in Santa Clara County; or

4.2.2 Option 2: Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractors affected by that expiring contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage and benefit increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increases established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increases to go into effect, for each employee’s hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to their employees and that neither the Project, nor VTA, nor VTA’s designee, nor any other Contractor(s) has any obligation, responsibility or liability whatsoever.

4.3 Expedited Arbitration. Expedited Arbitration will be utilized for all work stoppages and lockouts. In
lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article 4 is alleged to have occurred:

4.3.1 The Party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Thomas Angelo
2. Robert Hirsch
3. Barry Winograd
4. William Riker
5. John Kagel

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. Ernest C. Brown
2. Norman Brand
3. Alexander Cohn

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile and email (with same day confirmation received by sender), to the party alleged to be in violation and to the Council and involved local Union if a Union is alleged to be in violation.

4.3.2 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.3.3 The Arbitrator shall notify the Parties by telephone and by facsimile and email with same day confirmation received by sender of the place and time for the hearing. Notice shall be given to the individual Unions or Contractors alleged to be involved and the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

4.3.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article 4 has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the
hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

4.3.5 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

4.3.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.

4.4 Application. The procedures contained in Section 4.3 shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or 4.2 or Article 4, shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.5 Liquidated Damages. If the Arbitrator determines that a violation of Section 4.1 or Section 4.2 has occurred, each breaching party shall immediately take all steps necessary to immediately cease such activities and return to work. If the breaching parties involved do not cease such activities by the beginning of the next regularly scheduled shift following the Arbitrator's issuance of the decision, then each breaching party shall pay the sum of twenty-five thousand dollars ($25,000) as liquidated damages to VTA per shift until the breach is remedied. The Arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

ARTICLE 5
PRE-JOB CONFERENCES

5.1 Timing. The Prime Contractor agrees to hold and conduct a pre-job conference with representatives of all involved, Subcontractors, the Council and the Unions at least twenty-one (21) calendar days prior to (a) the commencement of any Project Work, and (b) the commencement of Project Work on each subsequently awarded construction contract.

The pre-job conference shall consist of: (a) a listing of each Contractor’s scope of work; (b) the craft assignments; (c) the estimated number of craft workers required to perform the work; (d) transportation arrangements; (e) the estimated start and completion dates of the work; and (f) discussion of pre-fabricated materials.
Work shall not commence for any Contractor until an Agreement to be Bound has been signed and submitted by a duly authorized representative of the Contractor (at any tier) to the Council and Unions.

**ARTICLE 6
NO DISCRIMINATION**

6.1 **Provision.** The Contractors and Unions agree not to engage in any form of discrimination on the ground or because of race, color, religion, creed, national origin, ancestry, age, sex, sexual orientation, marital status, medical condition, physical disability, or mental disability against any person, or applicant for employment on the Project.

**ARTICLE 7
UNION SECURITY**

7.1 **Collective Bargaining.** The Contractors recognize the Union as the sole and exclusive bargaining representative of all construction persons engaged in Project Work.

7.2 **Compliance.** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work. All employees shall, however, be required to tender dues and fees uniformly required to be paid by members to the appropriate Union on or before the eighth (8th) day of consecutive or cumulative employment on a Construction Contract subject to this Agreement.

**ARTICLE 8
REFERRAL**

8.1 **Referrals.** The Union(s) shall be the primary source of all craft labor employed on the Project. Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of applicable law. However, in the event that Contractor has his/her own core workforce, and wishes to employ such Core Workers to perform covered work, the Contractor shall employ such Core Workers in accordance with the provisions of this Article 8.

8.2 A Contractor may request by name, and the local will honor, referral of core workforce employees who have applied to the local Union for Project work and who demonstrate to the local union dispatcher and provide satisfactory proof of all of the following qualifications:

(i) who appears on a Contractor’s active payroll for 90 of the 120 working days before award of a Construction Contract;

(ii) who possesses all licenses required by applicable state and federal law for the Project Work; and

(iii) who has the ability to safely perform the basic functions of the applicable trade as required by California Labor Code Section 3071 and following, and Title 8, Chapter 2, of the California Administrative Code; and
(iv) has worked at least one thousand (1,000) hours in the appropriate construction craft.

The Unions will first refer to such Contractor one of the Contractor’s core workforce employees and will then refer one employee from the hiring hall out of work list for each affected craft. The alternating referral process then will be repeated, until a maximum of five (5) core workforce employees have been hired, after which point hiring will be done in accordance to Section 8.1 above. Employees shall be laid off in the same one-for-one manner in inverse order of their hiring.

8.3 Good Faith. In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor, said Contractor shall be free to obtain qualified workers from other sources. Any employee(s) hired under this Section 8.3, as well as all other employees hired under this Article 8, shall be obligated to comply with the Union security provisions of this Agreement and have a Transportation Worker Identification Credential.

8.4 Recruitment. Unions will exert their best efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of all Contractors. In recognition of the fact that the communities closest to the Project will be impacted by the construction of the Project, the Parties agree to support the development of increased numbers of construction workers from residents of these communities.

8.5 Apprenticeship. The Unions will exert their best efforts to recruit and identify local residents, and to assist individuals in qualifying and becoming eligible for apprenticeship programs.

8.5.1 Tracking. Unions shall track retention of Apprentices hired through this program for as long as those Apprentices participate in a joint labor-management apprenticeship program. The Council shall collect the tracking information from the Unions and shall submit bi-annual retention reports to the Prime Contractor.

8.5.2 Documentation. Unions shall document reasons for not accepting referred candidates from target populations into Apprenticeship programs, if applicable.

8.5.3 Standards. All apprentices employed under this Agreement shall be indentured and registered in a State of California Division of Apprenticeship Standards approved joint labor/management apprenticeship program with the appropriate craft union.

8.6 Veterans. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter the “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

8.6.1 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.
8.7 **Craft Request Form.** Contractors agree to use the hiring hall procedures of the applicable Union which may include, where allowed, telephone requests. Contractors agree to use the Craft Request Form (attached hereto as Appendix B) for record-keeping purposes to track the request of any and all workers from Unions and to provide copies of such Craft Request Forms to the applicable Union. Contractors and Unions agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification documents that are date/time imprinted. All Craft Request Forms and transmission verification documents shall be available for inspection upon request by the Prime Contractor and/or an authorized representative of VTA as described in Article 19 of this Agreement.

**ARTICLE 9**

**EMPLOYEE GRIEVANCE PROCEDURE**

9.1 All employee grievances concerning the imposition of discipline shall be governed by the grievance and arbitration provisions of the applicable Schedule A Agreement. Any Contractor which is not otherwise bound through an agreement with a Union to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the grievance procedure contained in the Schedule A Agreement of the craft representing the employee(s) involved in the dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor shall not impose discipline or dismissal on its construction persons covered by this Agreement without just cause.

**ARTICLE 10**

**JOINT ADMINISTRATIVE COMMITTEE**

10.1 **Membership.** The parties to this Agreement shall establish a five (5) person Joint Administrative Committee ("Committee"). This Committee shall comprise two (2) representatives selected by VTA; two (2) representatives of the signatory Unions and/or the Council; and one (1) representative selected by the prime contractor for the Project selected by VTA from within its organization; provided, however, such representative selected shall be subject to the approval of VTA and the Council, which approval shall not be unreasonably withheld. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

10.2 **Meetings.** The Committee shall meet as required, but not less than once each calendar quarter, to review the implementation of the Agreement and the progress of the Project including, but not limited to, compliance with prevailing wage, this Agreement, safety, craft workforce levels, construction progress, and safety and security issues. It is intended that the Committee serve as a forum to foster communication between management and labor, and assist the Unions and the Contractors to complete the Project in an economic and efficient manner without interruption, delays or work stoppages. The Committee shall have no authority to review grievances or disputes involving this Agreement.

**ARTICLE 11**

**GRIEVANCE AND ARBITRATION PROCEDURE**

11.1 **Disputes.** It is understood that this Agreement, together with the referenced Schedule A Agreements, constitutes an integrated, self-contained, stand-alone agreement, and that by virtue of this
Agreement, a Contractor will not be obligated to sign any other local, area, or national agreement as a condition of performing Project Work. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, including the Schedule A Agreements, excluding violations of Article 4, the same shall be settled by means of the procedure set out herein, provided, however, that should a dispute involve a single Schedule A and a Contractor signatory thereto, and not involve interpretation or application of this Agreement, then such dispute shall be processed and resolved pursuant to the grievance provisions of that Schedule A. Should there be a dispute in the first instance as to whether the provisions of this Article 11 or the grievance procedures of a Schedule A apply, the dispute shall be presented initially to arbitrator Thomas Angelo or, if Thomas Angelo is unavailable, Robert Hirsch, for resolution as to the applicable procedure. Such referral of a dispute as to the applicable procedures shall be done by an immediate conference call among the parties and the arbitrator, and heard and decided within three (3) calendar days. Should the arbitrator hold that Article 11 applies, the parties may, by mutual agreement, submit the issue to the same arbitrator pursuant to the provisions of Article 11, or, absent mutual agreement, commence processing the dispute at Step 1 below.

When a Union or a Contractor feels aggrieved by a violation of this Agreement, the grieving party shall, within seven (7) calendar days after occurrence of the violation, give notice to the work site representative of the involved Contractor or the business representative of the involved Union stating the provision(s) alleged to have been violated. The business representative or the job steward, as the case may be, and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within seven (7) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within seven (7) calendar days thereafter, pursue Step 2 of the grievance procedure set forth below provided the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of this Agreement alleged to have been violated. Grievances and disputes settled pursuant solely to the provisions of this Section 11.1 shall be non-precedential except as to the parties directly involved.

In all instances, no such grievance shall be recognized unless called to the attention of the Contractor by the Union or to the attention of the Union by the Contractor within seven (7) calendar days after becoming aware of the alleged violation, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. The limits in this Section 11.1 may be extended by mutual written agreement of the parties.

Grievances shall be settled according to the following procedure:

**Step 1:** The dispute shall be referred to the business representative of the local union involved or his designated representative and the Contractor's representative at the construction project.

**Step 2:** In the event that the business representative of the local union and the Contractor's representative at the construction site cannot reach agreement within seven (7) calendar days after a meeting is arranged and held, either involved party may submit it within three (3) calendar days to a subcommittee of the Joint Administrative committee consisting of one (1) person selected by VTA and one (1) person selected by the Council, which shall meet within seven (7) calendar days after such referral (or such longer time as mutually agreed upon by all representatives of the subcommittee), to confer in an attempt to resolve the grievance. If
the dispute is not resolved within such time (seven (7) calendar days after its referral or such longer time as mutually agreed upon) it may be referred within seven (7) calendar days by either party to step 3.

**Step 3:** If the dispute is not resolved within ten (10) calendar days after completion of Step 2, the Contractor and the Union shall choose a mutually agreed upon arbitrator for final and binding arbitration. The impartial Arbitrator, who shall have experience in Labor arbitrations involving construction in Northern California, shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association.

The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by the Contractor and the involved Union.

11.2 **Time Limits.** The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

11.3 **No Precedent.** In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

**ARTICLE 12**

**JURISDICTIONAL DISPUTES**

12.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

12.2 All jurisdictional disputes on this Project, between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

12.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.
12.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Local Council prior to commencing work. The Prime Contractor and VTA will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

ARTICLE 13
MANAGEMENT RIGHTS

13.1 Management. The Prime Contractor shall retain full and exclusive authority for the management of its operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times.

13.2 No Restrictions. There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations and the lawful manning provisions of a Schedule A Agreement. The Prime Contractor may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work.

13.3 Classifications. The Prime Contractor shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Prime Contractor shall have the absolute right to hire, promote, suspend, discharge for cause or layoff employees at their discretion and to reject any applicant for employment, subject to the provisions of this Agreement.

13.4 No Limits. Nothing in this Agreement shall be construed to limit the right of the Prime Contractor to select the lowest bidder it deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Prime Contractor in accordance with the Construction Contract.

13.5 Materials. It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer’s warranty, dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed by employees covered by this Agreement pursuant to Section 2.2.3 under the supervision and direction of the Prime Contractor, and/or manufacturer’s personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Section 4.1 or 4.2.

ARTICLE 14
WAGES, BENEFITS, HOURS & HOLIDAYS

14.1 Wages. All persons covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications as determined pursuant to the California Labor Code by the Department of Industrial Relations.

14.2 Benefits. Contractors shall pay contributions into the established employee benefit funds in
accordance with applicable laws and collective bargaining agreements. Nothing in this Agreement, however, shall be construed to limit or prevent the Unions or Trust funds from asserting or enforcing legal rights to collect delinquent wages or benefit contributions.

14.2.1 The Contractor adopts and agrees to be bound by the written terms of the appropriate collective bargaining agreements and employee benefit trust agreements for the applicable crafts.

14.3 Workday and Workweek. Forty (40) hours per week shall constitute a week’s work, Monday through Friday inclusive. The Prime Contractor shall designate the starting and quitting times for all employees. Any starting time put in effect on Monday shall remain in effect for the workweek unless a change is mutually agreed upon. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

It is recognized and acknowledged that VTA maintains the sole authority to prohibit some or all work on certain days or certain times during the day because of traffic, noise, environmental conditions or other conditions which require mitigation procedures. VTA will provide reasonable notice to the parties of any changes required under this provision.

14.4 Starting Times. Starting times shall be established by the Prime Contractor. Employees shall be at their place of work at the starting time (as designated by the Prime Contractor). There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of a Contractor.

14.5 Overtime. Overtime shall be paid in accordance with the requirements of the general prevailing wage determination applicable to the Project. There shall be no pyramiding of overtime pay under any circumstance.

14.6 Holidays.

Recognized holidays shall be:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day

The holidays will be observed as set forth on the calendar.

All holidays, with the exception of Labor Day, may be worked at the applicable holiday rate of pay established by the applicable collective bargaining agreement. No work may be performed or scheduled on Labor Day unless an emergency situation exists.
14.7 **Shift Work.** Shift work may be performed at the option of the Prime Contractor. The Prime Contractor shall have the sole right to establish the starting time and duration of a shift, to designate the craft or crafts performing work on a shift basis on the Project or any portion thereof, and to determine the number of employees required. The Prime Contractor shall provide no less than three (3) days notice to any changes to the starting time and duration of a shift. Any time worked in excess of the regular shift shall be paid for at the normal overtime rate.

On two- or three-shift operations, the work starting time for the first shift will not be established earlier than 5:00 a.m., unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 a.m. will be paid. When an employee is moved from one shift to another, they shall be allowed a minimum of eight consecutive hours off duty before they are required to begin work on the shift. An employee not having an eight-hour break between shifts shall be paid the overtime rate until such time as they receive an eight-hour break.

Scheduling and premium pay for two- or three-shift operations shall be in accordance with the appropriate local Union agreement and its Schedule A.

When two or three shifts are regularly established and the first or second shift cannot be worked due to conditions caused by weather, either shift may be worked in accordance with the applicable local Union agreement and its Schedule A. In addition, because of operational necessities, the second and/or third shifts may, at the Prime Contractor’s direction, be scheduled without the preceding shift(s) having been worked.

Notwithstanding anything to the contrary, the Prime Contractor may elect to establish a 4-10 schedule consistent with the provisions of the Schedule As of the affected Unions and the California prevailing wage law.

14.8 **Reporting Pay.** Any employee, applicant, or new hire who reports to work for a regular or assigned shift, and, weather permitting, is not put to work, shall be paid two hours reporting time and shall remain at the job site for the two hours if required by the Contractor.

An employee who starts to work shall be paid for not less than two hours unless otherwise specified by the applicable Schedule A, and if the employee works beyond two hours, the employee shall be paid for actual time worked, but not less than four hours. It shall be the employer’s prerogative whether or not to stop work.

Any employee who has completed a scheduled shift and is “called out” to perform special work of a casual, incidental or irregular nature, shall receive overtime pay in accordance with the applicable local Union agreement and its Schedule A.

14.9 **Travel and Subsistence.** There shall be no travel, daily travel, subsistence, or zone pay required under the provisions of this Agreement, but nothing in this Agreement prohibits the Prime Contractor from providing any of the aforementioned items necessary to employ workers.

14.10 **Work and Conduct Rules.** The Prime Contractor may promulgate and post reasonable rules and regulations governing the performance of work and conduct of employees at the work site. Failure to observe the posted rules and regulations by an employee shall be grounds for discipline, including
14.11 Foreman and General Foreman. The selection of craft foreman and general foremen shall be the exclusive responsibility of the Contractor(s). Foremen and general foremen shall take directions from authorized representatives of the Contractor(s).

Craft foremen and general foremen shall be paid at the applicable craft foremen and general foremen rate.

ARTICLE 15
MODIFIED AGREEMENTS TO BE BOUND

15.1 Certain Provisions Shall Not Apply. Provisions negotiated into a new or modified Collective Bargaining Agreement which may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the grievance and arbitration procedures set forth in Section 11 hereof.

ARTICLE 16
SAFETY PROTECTION OF PERSON AND PROPERTY

16.1 Rules. Employees shall be bound by the safety, security and visitor rules established by the Contractor and VTA. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

16.2 Drug Free Work Place. The Parties agree that the work site shall be a drug free workplace and that all employees shall adhere to the substance abuse policy established for the worksite.

16.3 Project Site Health and Safety. The Prime Contractor and all Contractors shall comply with all applicable provisions of the United States Labor Department’s Occupational Safety and Health Administration (OSHA) and the Federal Railroad Safety Act (FRSA) and any other federal, state and local laws, rules and regulations that may apply to the Project Site.

ARTICLE 17
SAVINGS CLAUSE

17.1 Severability. The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void, by the court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.
17.2 **Void.** The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.

**ARTICLE 18
ENTIRE AGREEMENT**

18.1 **Entire Agreement.** This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the Schedule A Agreements and the Agreements to be Bound, shall apply to the work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the applicable Schedule A shall prevail. Nothing contained in a Schedule A, working rule, by-laws, constitution or other similar document of the Unions shall in any way affect, modify or add to this Agreement unless otherwise specifically set forth in this Agreement or mutually agreed to in writing executed by the parties.

18.2 **No Further Negotiations.** The Parties agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the parties.

18.3 **Counterparts.** This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

18.4 **Modifications.** Except as otherwise provided herein, this Agreement may not be amended, rescinded or modified except by a written instrument signed on behalf of all the Parties hereto.

**ARTICLE 19
COMPLIANCE**

It shall be the responsibility of the Contractors and the Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 8 and to provide any information as requested to VTA regarding Compliance. The provisions of this Article shall not substitute for or preclude any employee or Union from filing a grievance under the Grievance and Arbitration provisions of Article 11.

**ARTICLE 20
STEWARDS AND REPRESENTATIVES**

20.1 **Stewards.** Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to
the work being performed by the craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

20.2 Union Representatives. Representatives of the Unions shall have access to the Project site, provided they do not interfere with the work and provided that they comply with visitor security and safety rules, including checking in with the Contractor’s and VTA’s on-site representatives prior to entering the Project site. The Contractor recognizes the right of access set forth in this subsection and such access will not be unreasonably withheld from an authorized representative of the Union.

ARTICLE 21
TERM/CONFLICTS

21.1 Term. This Agreement shall be included as a condition of the award of the Design Build Contract for the Project and shall continue in full force and effect until the Completion of the Project as defined in Section 1.3 of this Agreement. Provided, however, notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate the earlier of (a) twenty-four (24) months after execution if the Design-Build Contract is not awarded by VTA or (b) the day the Design Build Contract is terminated by VTA for any reason.

Santa Clara Valley Transportation Authority

By: _______________________________ Date: _______________________________
    Michael T. Burns, General Manager

Approved as to form:

By: _______________________________ Date: _______________________________
    Kevin D. Allmand, General Counsel

Santa Clara-San Benito Counties Building and Construction Trades Council

By: _______________________________ Date: _______________________________
    Neil Struthers, Executive Officer
Signatory Unions
APPENDIX A
AGREEMENT TO BE BOUND

The undersigned, as a contractor or subcontractor on the C700 Line, Track, Stations and Systems Design Build Contract (DB11002F) relating to the Silicon Valley Berryessa Extension Project ("Project"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in that certain Project Labor Agreement relating to the C700 Line, Track, Stations and Systems Design Build Contract (DB11002F) Silicon Valley Berryessa Extension Project dated ________, 2011 by and among the Santa Clara Valley Transportation Authority, the Unions that are signatories thereto and the Santa Clara-San Benito Counties Building and Construction Trades Council ("Agreement"), a copy of which is fully incorporated herein by this reference and was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement.

3. Agrees to secure from any Contractor (as defined in the Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed "agreement to be bound" in form identical to this document.

4. The undersigned agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the construction persons, including health and welfare, pension, training, vacation, and/or other direct benefits provided pursuant to the appropriate Schedule A craft agreement set forth in the Agreement.

5. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to said terms in the Agreement.

Date ______________________

Company Name
Address, Telephone No: and FAX No:
________________________________________________________________________________________

Name of Prime Contractor__[FILL-IN]__________________________________________________

Higher Level Subcontractor___________________________________________________

Signature:__________________________________ Print Name:__________________________________

Title:__________________________________________ Contractor’s License #:___________________________

Motor Carrier Permit (CA) #:____________________________________________________________

Santa Clara Valley Transportation Authority
Project Labor Agreement
Silicon Valley Berryessa Extension Project
APPENDIX B

C700 Line, Track, Stations and Systems Design Build Contract (DB11002F)
Silicon Valley Berryessa Extension Project
REQUEST/VERIFICATION FOR CRAFT EMPLOYEES

INSTRUCTIONS

To the Contractor: Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the Project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish local, at-risk or general dispatch as requested. Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

To the Union: Please complete the “Union Use Only” section and fax form back to the requesting Contractor. Retain form for your records.

<table>
<thead>
<tr>
<th>To:</th>
<th>Local</th>
<th>Fax No. ( )</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From: [Company Name]</td>
<td>Person Sending</td>
<td>Contact No. ( )</td>
<td></td>
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</tbody>
</table>

Please provide me with union craft workers per the PLA for the above-referenced Project that fulfills the requirements for this project as defined below:

Craft Employees Requested

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Journeyman/Apprenticeship Level</th>
<th>NumbersRequested</th>
<th>Report Date</th>
<th>Report Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total Workers Requested

Please have worker(s) report to the following address indicated below:

Site Address: Report to (On-Site Contact): _________________________

On-Site Tel.#: ( ) Fax: ( ) _________________________

Comments or special requirements:

Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date: Dispatch Date: Received by _________________________

Requested Dispatch Available for Dispatch Unavailable for Dispatch

Comments: _________________________
APPENDIX C

SCHEDULE A AGREEMENTS
RESOLUTION NO. ____________

RESOLUTION OF THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS
FINDING THAT USE OF A PROJECT LABOR AGREEMENT FOR THE SILICON VALLEY RAPID TRANSIT BERRYESSA EXTENSION PROJECT DESIGN-BUILD CONTRACT WILL RESULT IN REDUCED PROJECT COST AND EXPEDITED PROJECT COMPLETION

WHEREAS, pursuant to California Public Contract Code Section 20209.6, VTA is authorized to enter into a design-build contract for a project that will result in, among other things, reduced project costs; and

WHEREAS, the VTA Board previously found that use of the design-build process for the Silicon Valley Berryessa Extension (SVBX) Project would reduce costs and expedite the project’s completion and authorized the General Manager to proceed with the solicitation of design-build contractors for the SVBX Project; and

WHEREAS, the United States Supreme Court held in Building & Const. Trades Council of Metropolitan Dist. v. Associated Builders Contractors of Massachusetts/Rhode Island, Inc., 507 U.S. 218 (1993) that state and local governments, when acting as market participants, are permitted under the National Labor Relations Act (NLRA) (29 U.S.C. § 151 et seq.) to enforce bid specifications requiring contractors to abide by project labor agreements with labor organizations for construction projects owned by those state and local governments; and,

WHEREAS, the United States Supreme Court in the aforementioned case also commented that when a state or local governmental agency utilizes bid specifications containing a project labor agreement for a construction project owned by the agency, the agency “does not regulate the workings of market forces” in violation of NLRA preemption of such regulation, but is acting as a market participant and “exemplifies” the workings of market forces, and therefore is not prevented from doing so by the NLRA; and

WHEREAS, it is the policy of the Federal Government to encourage agencies receiving federal monies to consider requiring the use of project labor agreements in connection with large-scale construction projects in order to promote economy and efficiency in their procurement process under Executive Order 13502, which provides that the use of a project labor agreement may avoid (i) challenges to efficient and timely procurement; (ii) difficulty in predicting labor costs when bidding on contracts and ensuring a steady supply of labor on contracts being performed; (iii) challenges due to the fact that construction projects typically involve multiple employers at a single location; (iv) labor disputes, and (v) lack of coordination among various employers or uncertainty about the terms and conditions of employment of various groups of workers, thereby promoting the efficient and expeditious completion of Federal construction contracts; and
WHEREAS, the California Supreme Court held in Associated Builders and Contractors v. San Francisco Airports Commission, 21 Cal.4th 352 (1999), that a public agency may use a project labor agreement, concluding that the Commission’s decision to require a project labor agreement was “in furtherance of legitimate government interests. . .these interests include those of preventing costly delays and assuring contractors access to skilled craft workers”; 

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the Santa Clara Valley Transportation Authority, that based on the foregoing, the Board of Directors of the Santa Clara Valley Transportation Authority hereby:

A. Finds and declares that:

1. The Line Track Stations and Systems Design-Build contract (LTSS Contract) for the Silicon Valley Berryessa Extension Project will require significant availability and stability of labor resources over an estimated contract duration in excess of four years;

2. An occurrence of labor disruption during the construction of the LTSS Contract would result in economic loss to VTA, disruption to the operations of local municipalities and to the community, and delay to the completion of the project;

3. The cost of delay in completing the LTSS Contract is estimated to be in excess of $75,000 per day;

4. The cost of delay in completing certain milestones defined in the LTSS Contract are estimated to be in excess of $50,000 per day;

5. Time is of the essence for the LTSS contract, with a stated value of $100,000 per day for early completion, up to a maximum of $15,000,000;

6. The estimated costs of delays and the value of early completion to VTA are evidence of VTA’s compelling interest in having labor disputes in connection with the LTSS Contract resolved without the disruptions of strikes, lock-outs, or slowdowns, and that entering into a project labor agreement will make it possible to legally enforce guarantees that construction under the LTSS Contract will be carried out in an orderly and timely manner, without strikes, lock-outs, or slowdowns, and provide for peaceful, orderly, and mutually binding procedures for resolving labor issues;

7. Use of a project labor agreement in connection with the LTSS Contract will result in reduced project costs and expedited delivery of the SVBX Project by (a) establishing the specific terms and conditions that govern the employment of
labor; (b) ensuring labor stability by coordinating wages, work rules, mechanisms for resolving grievances, and other terms of employment; (c) ensuring labor availability by enabling the prime contractor and all subcontractors wishing to compete for contracts and subcontracts to do so without regard to whether they are otherwise parties to collective bargaining agreements; and (d) preventing work stoppages by establishing guarantees against strikes, lockouts, and similar job disruptions.

B. Approves the use of a project labor agreement for the LTSS contract for the SVBX Project and authorizes the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the LTSS Contract for the SVBX Project.

AYES:

NOES:

ABSENT:

________________________________
Margaret Abe-Koga, Chairperson
Board of Directors

Sandra Weymouth, Board Secretary

APPROVED AS TO FORM:

_______________________________
Kevin D. Allmand, General Counsel
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief Financial Officer, Joseph T. Smith

SUBJECT: 2011 Sales Tax Revenue Refunding CTFA Bonds

Policy-Related Action: No

Government Code Section 84308 Applies: Yes

Resolution

ACTION ITEM

RECOMMENDATION:

Adopt a resolution authorizing the General Manager or Chief Financial Officer to take all necessary actions, enter into agreements and execute documents for VTA to issue refunding bonds in a par amount not to exceed $60 million via a competitive or negotiated method of sale, the proceeds of which will refund VTA’s Junior Lien Sales Tax Revenue Bonds, 1998 Series A Bonds and Junior Lien Sales Tax Revenue Bonds, 2000 Series A Bonds and to pay the cost of issuance.

BACKGROUND:

In 1998 and 2000, the Board of Directors authorized Staff to issue sales tax revenue bonds through a conduit issuer, the California Transit Finance Authority. The 1998 Series A and 2000 Series A Bonds (collectively, the “CTFA Bonds”), were issued as junior lien, insured variable rate demand bonds (interest rates reset weekly) to reimburse VTA for eligible bus and rail capital expenditures. There is $64.6 million of CTFA Bonds outstanding.

Dexia Crédit Local (Dexia) provides liquidity for the CTFA bonds (in the event that investors wish to sell the bonds back to VTA through a Standby Bond Purchase Agreement (SBPA). The short-term ratings for the CTFA bonds are based on the short-term ratings of the liquidity provider.
Recently, Standard & Poor's Ratings Services and Moody’s Investor Services downgraded Dexia’s ratings due to its exposure to Greece, among other factors. These downgrades have affected remarketing of variable rate demand bonds backed by Dexia, resulting in higher weekly interest rates. Interest rates for the CTFA Bonds as of July 27 were at 2.50% (compared to the SIFMA index rate of 0.08%).

**DISCUSSION:**

In order to eliminate the interest rate penalty and rate volatility associated with Dexia-backed variable rate bonds and to reduce VTA’s overall variable rate exposure, Staff recommends refunding the CTFA Bonds through the issuance of fixed rate senior lien sales tax revenue refunding bonds (2011 Bonds), secured by VTA’s 1976½ cent sales tax. The senior lien status of the refunding bonds will lower VTA’s cost of funds by approximately 0.15% or $97,000/year in interest expense compared with a junior lien issuance, based on the current amount of outstanding CTFA Bonds.

A refunding transaction using traditional fixed rate bonds is anticipated to result in an all-in interest cost of less than 4%. VTA’s current all in costs for the CTFA bonds are slightly more than 4%. There are no interest rate swaps associated with the CTFA bonds. The proceeds of the 2011 Bonds would be used to retire the CTFA Bonds and to pay the cost of issuance. Staff anticipates that the 2011 Bonds would have long-term ratings of AAA/Aa2/AA from Standard & Poor’s, Moody’s and Fitch, respectively—consistent with outstanding long-term bonds which are also secured by a senior lien on VTA’s 1976½ cent sales tax.

**Manner of Sale**

Staff recommends a competitive sale process as the preferred method of sale for the 2011 Bonds. The relatively short final maturity of the Bonds (2028), the anticipated high long-term ratings and the strong demand by investors for high quality bonds should attract multiple buyers. However, Staff is also seeking authorization to use a negotiated sale process for the 2011 Bonds in the event market disruption occurs, for example, as a result of any potential or real downgrades of long-term credit ratings of the United States.

**Financing Team**

Staff issued task orders to Ross Financial and Fulbright & Jaworski LLP to serve as financial advisor and bond counsel, respectively, for this transaction. If a negotiated sale becomes necessary, Staff will select one or two underwriters from its underwriting pool previously approved by the Board.

**Documentation**

The resolution recommended for approval by the Board of Directors describes the parameters for the sale of the 2011 Bonds; as well as, the transaction documents being approved by the Board of Directors. Documents which are required in connection with the options described above include:

- Supplemental Indenture
- Official Statement
• Continuing Disclosure Certificate
• Notice of Sale
• Purchase Agreement (applies to negotiated sale)

A description of these documents is included in Attachment A. Substantially completed draft documents are attached to the Resolution as Exhibits.

**ALTERNATIVE:**

The Board could choose not to refund the CTFA bonds or they could choose to replace Dexia Credit Local as the liquidity provider and remarket the CTFA bonds. However, these options are likely to result in a continuation of higher interest rates as a result of market conditions and potential downgrade of Dexia Crédit Local as a liquidity provider. Replacing Dexia Credit Local as the liquidity provider with a new provider would result in continued bank renewal and bank credit risks.

**FISCAL IMPACT:**

Estimated fees for the issuance of the 2011 Bonds are approximately $285,000 and would be paid from bond proceeds. These costs include bond and disclosure counsel, financial advisory, underwriter’s discount, rating, trustee and other miscellaneous fees. Principal and interest payments for the 2011 Bonds is anticipated to be equal to or less than currently assumed debt service costs related to CTFA Bonds.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Administration and Finance Committee considered this item at its August 18, 2011 meeting. Member Reed inquired as to whether VTA has any additional insured variable rate demand bonds that will need to be refunded in the future. Staff responded that the remaining variable rate demand bonds are not insured so they would not be affected by credit issues of the bond insurers. However, those remaining bonds do have various banks as liquidity providers so there is some potential risk if those banks were to be downgraded.

The item was approved unanimously.

Prepared by: Michael Gurantz, Senior Financial Analyst
Memo No. 3164
**Supplemental Indenture.** This document supplements the related existing master bond indenture entered into by VTA in connection with prior series of sales tax revenue bonds secured by a senior lien on the 1976 sales tax. The Supplemental Indenture establishes the terms and provisions of the 2011 Bonds. The Supplemental Indenture, together with the related master bond indenture, is a legal contract between VTA and our Trustee that establishes the responsibilities of VTA and the rights of bondholders. Collectively, the master and supplemental indentures define the security, flow of funds, bond covenants, and other provisions provided by VTA for the protection of investors. A draft supplemental indenture relating to the 2011 Bonds is attached to the Resolution as Exhibit A.

**Notice of Sale.** The notice of sale is an advertisement to invite municipal underwriters to submit bids for a debt issue, and is used when an issuer intends to sell bonds through a competitive bidding process. The notice of sale provides bidding parameters and requirements relating to the competitive sale of the 2011 Bonds. A draft notice of sale is attached to the Resolution as Exhibit B.

**Purchase Contract.** This document, which is utilized in a negotiated sale, is a contract between VTA and the senior managing bond underwriter. It sets forth the price to be paid for 2011 Bonds and all closing conditions, including required legal opinions and certifications. A copy is attached to the Resolution as Exhibit C and substantially reflects the terms of a purchase contract that would apply to a negotiated sale of the 2011 Bonds, if a negotiated sale is deemed necessary.

**Official Statement.** The Official Statement is the disclosure document required in connection with issuance of the 2011 Bonds. The Official Statement functions as the municipal market’s version of the “prospectus” or “offering circular” used in corporate markets. The Official Statement discloses pertinent information about VTA, the terms and provisions of the 2011 Bonds, their purpose, security for repayment and bondholder risks. It also contains a discussion of certain legal matters, including the tax status of interest income earned by investors. A draft Official Statement is included as Exhibit D.

**Continuing Disclosure Certificate(s).** This is VTA’s agreement to provide certain financial information and other data to the market on a continuing basis. In addition, the continuing disclosure certificate lists certain material events, such as a rating change, which must be disclosed to the marketplace. Information to be disclosed on a continuing basis includes VTA’s audited financial reports and updated information relative to sales tax revenue collections. A draft continuing disclosure certificate is attached to the Resolution as Exhibit E.
## VTA Sales Tax Revenue Refunding Bonds
### List of Consultants

<table>
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<tr>
<th>Firm</th>
<th>Team Member</th>
<th>Role</th>
<th>Location</th>
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<td>Ross Financial</td>
<td>Peter Ross</td>
<td>Principal</td>
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<tr>
<td>Fulbright &amp; Jaworski LLP</td>
<td>Victor Hsu</td>
<td>Partner</td>
<td>Los Angeles</td>
</tr>
<tr>
<td></td>
<td>Russell Trice</td>
<td>Sr. Associate</td>
<td></td>
</tr>
</tbody>
</table>
Resolution No. ______

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AUTHORIZING THE ISSUANCE NOT TO EXCEED $60,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE REFUNDING BONDS, 2011 SERIES A, THE EXECUTION AND DELIVERY OF AN EIGHTH SUPPLEMENTAL INDENTURE, A PURCHASE CONTRACT AND A CONTINUING DISCLOSURE CERTIFICATE AND THE PREPARATION AND DISTRIBUTION OF A NOTICE OF SALE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT

WHEREAS, the Santa Clara Valley Transportation Authority (the “Authority”) is a public transit district duly organized and existing under the provisions of the Santa Clara Valley Transportation Authority Act, being Part 12 of Division 10 of the Public Utilities Code of the State of California, Sections 100000 et seq. (the “Law”);

WHEREAS, the Board of Directors of the Authority (the “Board”) is authorized to issue bonds and refunding bonds payable from the proceeds of a retail transactions and use tax (the “1976 Sales Tax”), authorized pursuant to a ballot measure approved in 1976 by the voters of the County of Santa Clara, which comprises the territory of the Authority, which 1976 Sales Tax was levied by the Authority pursuant to Section 100250 et seq. of the Law and does not expire;

WHEREAS, the Authority has heretofore issued $50,000,000 in aggregate principal amount of its Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A (the “1998 Junior Lien Bonds”), which are currently outstanding in the aggregate principal amount of $35,585,000, pursuant to an Indenture, dated as of March 1, 1998 (the “Master Junior Lien Indenture”), and a First Supplemental Indenture, dated as of March 1, 1998 (the “First Supplemental Junior Lien Indenture”), each between the Issuer and Wells Fargo Bank, National Association, as successor to Dai-Ichi Kangyo Bank of California, as trustee (the “Junior Lien Trustee”);

WHEREAS, the Authority has heretofore issued $40,000,000 in aggregate principal amount of its Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 2000 Series A (the “2000 Junior Lien Bonds,” and together with the 1998 Junior Lien Bonds, the “Refunded Bonds”), which are currently outstanding in the aggregate principal amount of $29,010,000, pursuant to the Master Junior Lien Indenture and a Second Supplemental Indenture, dated as of November 1, 2000 (the “Second Supplemental Junior Lien Indenture,” and together with the Master Junior Lien Indenture and the First Supplemental Junior Lien Indenture, the “Junior Lien Indenture”), each between the Issuer and the Junior Lien Trustee;

WHEREAS, the Board has determined to authorize the issuance of the “Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A” (the “2011 Series A Bonds”) in an aggregate principal amount not to exceed $60,000,000 for the purpose of refunding the outstanding Refunded Bonds pursuant to the Junior Lien Indenture, and in turn causing the purchase and retirement of a corresponding amount of related CTFA Bonds (as defined in the Junior Lien Indenture);

WHEREAS, there has been prepared a proposed form of eighth supplemental indenture for the 2011 Series A Bonds (the “Eighth Supplemental Indenture”) and such Eighth
Supplemental Indenture is supplemental to the Master Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, dated as of May 1, 2001, the Third Supplemental Indenture, dated as of November 1, 2003, the Fourth Supplemental Indenture, dated as of July 1, 2005, the Fifth Supplemental Indenture, dated as of June 1, 2005, the Sixth Supplemental Indenture, dated as of May 1, 2007, and the Seventh Supplemental Indenture, dated as of June 1, 2008 (collectively, the “Indenture”), each between the Authority and U.S. Bank National Association, as trustee (the “Trustee”);

WHEREAS, there has been prepared a proposed form of official notice of sale and bid form (the “Notice of Sale”);

WHEREAS, there has been prepared a proposed form of bond purchase contract (the “Purchase Contract”);

WHEREAS, the Board desires to provide for the sale of the 2011 Series A Bonds by competitive sale pursuant to the Notice of Sale or by negotiated sale pursuant to the Purchase Contract;

WHEREAS, there has been prepared a proposed form of preliminary official statement describing the 2011 Series A Bonds and related matters (the “Preliminary Official Statement”);

WHEREAS, there has been prepared a proposed form of continuing disclosure certificate (the “Continuing Disclosure Certificate”), prepared in order to assist the winning bidder of the 2011 Series A Bonds in complying with Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”);

WHEREAS, it is necessary for the Board to approve the forms of and to authorize the execution and delivery of the Eighth Supplemental Indenture, the Purchase Contract and the Continuing Disclosure Certificate; to approve the publication of the Notice of Sale if the 2011 Series A Bonds are sold on a competitive basis, and the distribution of the Preliminary Official Statement, to approve the execution and distribution of the final Official Statement (the “Final Official Statement”), to authorize the issuance and sale of the 2011 Series A Bonds pursuant to the Indenture and the Notice of Sale or the Purchase Contract, as applicable, and to authorize the taking of various actions in connection therewith; and

WHEREAS, all acts, conditions and things required by the Law and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the refunding of the Refunded Bonds authorized hereby do exist, have happened and have been performed as required by law, and the Authority is now duly authorized and empowered, pursuant to each requirement of law, to authorize the refunding of the Refunded Bonds, to approve the publication of the Notice of Sale, if applicable, and the distribution of the Preliminary Official Statement, to authorize the execution and distribution of the Final Official Statement, to authorize the execution and delivery of the Eighth Supplemental Indenture, the Purchase Contract and the Continuing Disclosure Certificate, and to sell the 2011 Series A Bonds on a competitive basis pursuant to the Notice of Sale or on a negotiated basis pursuant to the Purchase Contract, as applicable, for the purposes, in the manner and upon the terms provided herein;
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Transportation Authority as follows:

Section 1. The issuance and sale by the Authority of the Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A, for the purpose of refunding the Refunded Bonds and causing the purchase and retirement of the related CTFA Bonds, is hereby authorized and approved, on a competitive basis or on a negotiated basis as any Authorized Officer (as defined herein) shall hereafter direct with the advice of Ross Financial, financial advisor to the Authority (the “Authority Financial Advisor”).

Section 2. The proposed form of the Eighth Supplemental Indenture, attached hereto as Exhibit A, and the terms and conditions thereof, which are incorporated by reference herein, are hereby authorized and approved. The General Manager of the Authority, the Chief Financial Officer of the Authority and their respective designees (each an “Authorized Officer”) are each hereby authorized and directed to execute and deliver the Eighth Supplemental Indenture to the Trustee, in substantially the form attached hereto as Exhibit A, with such additions thereto or changes therein, as such officer of the Authority executing the same, with the advice of counsel to the Authority, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Eighth Supplemental Indenture. Each Authorized Officer is hereby authorized and directed to execute and deliver the 2011 Series A Bonds in substantially the form set forth in the Eighth Supplemental Indenture. The interest payment dates, terms of redemption and other terms of the 2011 Series A Bonds shall be (subject to the Indenture and the limitations set forth in this Section 2) as provided in the Eighth Supplemental Indenture. An Authorized Officer is hereby authorized and directed to determine the following with respect to the 2011 Series A Bonds:

(a) the aggregate principal amount of the 2011 Series A Bonds, which shall not exceed $60,000,000;
(b) the final maturity of the 2011 Series A Bonds, which shall not be later than June 1, 2028; and
(c) the interest rates and prices of the 2011 Series A Bonds, provided that the true interest cost of the 2011 Series A Bonds shall not exceed 6.0% per annum.

Section 3. The proposed form of the Notice of Sale, providing for the competitive public sale of the 2011 Series A Bonds by the Authority, attached hereto as Exhibit B, and the terms and conditions of the Notice of Sale, which are hereby incorporated by reference, with such additions, deletions or changes therein as shall be approved by an Authorized Officer, are hereby authorized and approved. Distribution of the Notice of Sale to potential bidders by the Authority Financial Advisor and by other appropriate means, is hereby authorized and approved. The proposed form of the Purchase Contract, providing for the negotiated sale of the 2011 Series A Bonds by the Authority, attached hereto as Exhibit C, and the terms and conditions of the Purchase Contract, which are hereby incorporated by reference, with such additions, deletions or changes therein as shall be approved by an Authorized Officer, are hereby authorized and approved. All 2011 Series A Bonds, if the sale is on a competitive basis, shall be offered for public sale in accordance with the Notice of Sale. Publication of a Notice of Intention to Sell Bonds in The Bond Buyer, in such form as shall be executed by an Authorized Officer, is hereby authorized and approved. Sale of the 2011 Series A Bonds, pursuant to the
Notice of Sale or the Purchase Contract, subject to the limitations set forth in Section 2 hereof, is hereby authorized and approved.

Section 4. The proposed form of Preliminary Official Statement, substantially in the form attached hereto as Exhibit D, with such additions, deletions or changes therein as shall be approved by an Authorized Officer is hereby authorized and approved. Each of the Authorized Officers is hereby authorized to execute and deliver a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12. The Authority hereby authorizes and directs the preparation of a Final Official Statement, and the execution and delivery thereof by any Authorized Officer, for and in the name of the Authority. The winning bidder for the 2011 Series A Bonds or the underwriter for the 2011 Series A Bonds, as applicable, is hereby authorized and directed to distribute copies of the Final Official Statement to persons purchasing the 2011 Series A Bonds.

Section 5. The proposed form of Continuing Disclosure Certificate of the Authority, designating Digital Assurance Certification, L.L.C., as the initial dissemination agent (the “Dissemination Agent”), attached hereto as Exhibit E, and the terms and provisions thereof, which are hereby incorporated herein by reference, is hereby authorized and approved. An Authorized Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate to the Trustee and Dissemination Agent, with such additions thereto or changes therein as such officer of the Authority executing the same, with the advice of counsel to the Authority, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Continuing Disclosure Certificate.

Section 6. Each Authorized Officer and each other appropriate officer of the Authority, are authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver any and all agreements, certificates, documents and instruments, including, without limitation, signature certificates, no-litigation certificates, disclosure certificates and certificates concerning the contents of the Final Official Statement, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this Resolution, and to carry out, consummate and perform the duties of the Authority set forth in this Resolution and all other documents executed in connection with the issuance of the 2011 Series A Bonds and the refunding of the Refunded Bonds and the purchase and retirement of the related CTFA Bonds.

Section 7. All actions heretofore taken by the members of the Board, each Authorized Officer, the General Counsel of the Authority or any other officers, agents or employees of the Authority, with respect to the issuance of the 2011 Series A Bonds and the refunding of the Refunded Bonds and the purchase and retirement of the related CTFA Bonds, and the other transactions contemplated hereby, are hereby ratified, confirmed and approved.

Section 8. Pursuant to the Law, the Board hereby confirms that the 1976 Sales Tax shall continue to be imposed under the Law until the 2011 Series A Bonds are fully paid or provision has been made for their payment in full.

Section 9. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution which shall continue in full force and effect.
Section 10. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 1st day of September, 2011, by the following vote:

AYES:

NOES:

ABSENT:

______________________________
Chairperson
Santa Clara Valley Transportation Authority

Attest:

By: __________________________
    Board Secretary
    Santa Clara Valley Transportation Authority

Approved as to form:

By: __________________________
    General Counsel
    Santa Clara Valley Transportation Authority
EXHIBIT A

EIGHTH SUPPLEMENTAL INDENTURE
EXHIBIT B

NOTICE OF SALE
EXHIBIT C

PURCHASE CONTRACT
EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT
EXHIBIT E

CONTINUING DISCLOSURE CERTIFICATE
EIGHTH SUPPLEMENTAL INDENTURE

between

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

Dated as of October 1, 2011

(Supplemental to the Indenture dated as of November 1, 1997)

Authorizing the Issuance of

$__________

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS
2011 SERIES A
EIGHTH SUPPLEMENTAL INDENTURE

This EIGHTH SUPPLEMENTAL INDENTURE, dated as of October 1, 2011 (the “Eighth Supplemental Indenture”), is between the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (formerly known as the Santa Clara County Transit District) (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, as successor to U.S. Bank Trust National Association (originally named First Trust of California, National Association), as trustee (the “Trustee”). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Master Indenture (as defined herein).

WITNESSETH:

WHEREAS, the Issuer is duly organized and existing under the Santa Clara County Transit District Act, being Part 12 of Division 10 of the Public Utilities Code of the State of California (Sections 100000 et seq.) (the “Act”);

WHEREAS, the Issuer adopted Ordinance No. NS-2 (the “Ordinance”) on March 29, 1976, pursuant to the provisions of Article 9 of Chapter 5 of the Act (Sections 100250 through 100256, inclusive), which Ordinance provides for the imposition of a retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of Santa Clara (the “County”) in accordance with the provisions of Part 1.6 of Division 2 of the California Revenue and Taxation Code at the rate of 1/2% (the “retail transactions and use tax”);

WHEREAS, the Issuer is authorized by Section 100450 of the California Public Utilities Code to issue from time to time bonds and refunding bonds payable in whole or in part from revenues of the retail transactions and use tax;

WHEREAS, the Issuer has heretofore issued $50,000,000 in aggregate principal amount of its Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A (the “1998 Junior Lien Bonds”), which are currently outstanding in the aggregate principal amount of $35,585,000, pursuant to an Indenture, dated as of March 1, 1998 (the “Master Junior Lien Indenture”), and a First Supplemental Indenture, dated as of March 1, 1998 (the “First Supplemental Junior Lien Indenture”), each between the Issuer and Wells Fargo Bank, National Association, successor to Dai-Ichi Kangyo Bank of California, as trustee (the “Junior Lien Trustee”);

WHEREAS, the Issuer has heretofore issued $40,000,000 in aggregate principal amount of its Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 2000 Series A (the “2000 Junior Lien Bonds,” and together with the 1998 Junior Lien Bonds, the “Refunded Bonds”), which are currently outstanding in the aggregate principal amount of $29,010,000, pursuant to the Master Junior Lien Indenture and a Second Supplemental Indenture, dated as of November 1, 2000 (the “Second Supplemental Junior Lien Indenture,” and together with the Master Junior Lien Indenture and the First Supplemental Junior Lien Indenture, the “Junior Lien Indenture”), each between the Issuer and Junior Lien Trustee;
WHEREAS, this Eighth Supplemental Indenture is supplemental to the Indenture, dated as of November 1, 1997 (the “Master Indenture”), as supplemented by the First Supplemental Indenture, dated as of November 1, 1997, the Second Supplemental Indenture, dated as of May 1, 2001, the Third Supplemental Indenture, dated as of November 1, 2003, the Fourth Supplemental Indenture, dated as of July 1, 2005, the Fifth Supplemental Indenture, dated as of June 1, 2005 (and effective on July 7, 2005), the Sixth Supplemental Indenture, dated as of May 1, 2007, and the Seventh Supplemental Indenture, dated as of June 1, 2008 (together, the “Indenture”), each between the Issuer and the Trustee;

WHEREAS, the Issuer intends to issue its “Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A” (“2011 Series A Bonds”) in an aggregate principal amount of $__________ for the purpose of refunding the outstanding Refunded Bonds pursuant to the Junior Lien Indenture, and causing the purchase and retirement of a corresponding amount of related California Transit Finance Authority Variable Rate Demand Bonds, Series 1997 (California Transit Variable Rate Finance Program) (the “CTFA Bonds”), currently outstanding in the aggregate principal amount of $64,595,000, and issued under the Indenture of Trust, dated as of December 1, 1997 (the “CTFA Indenture”), by and between the California Transit Finance Authority (“CTFA”) and Wells Fargo Bank, National Association, as successor trustee (the “CTFA Trustee”);

WHEREAS, the execution and delivery of this Eighth Supplemental Indenture and the issuance of the 2011 Series A Bonds have been in all respects duly and validly authorized by the Board pursuant to a Resolution adopted on September 1, 2011;

WHEREAS, all acts, conditions and things required by law and the Indenture (a) to exist, to have happened, and to have been performed precedent to and in connection with the execution and entering into of this Eighth Supplemental Indenture, and (b) to make the 2011 Series A Bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, binding and legal special obligations of the Issuer and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2011 Series A Bonds are to be issued and received; and

WHEREAS, in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2011 Series A Bonds by the Owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Issuer does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the 2011 Series A Bonds, as follows;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH:

SECTION 15.01. Authorization and Terms of 2011 Series A Bonds. (A) There is hereby authorized the issuance of a Series of Bonds of the Issuer in the aggregate principal amount of $__________ in accordance with the Act and pursuant to the Indenture, to be known as the “Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A” (the “2011 Series A Bonds”). The 2011 Series A Bonds shall be issued for the
purpose of refunding the Refunded Bonds, which will in turn cause the purchase and retirement of $_______ in aggregate principal amount of related CTFA Bonds.

(B) The 2011 Series A Bonds shall be Current Interest Bonds issued in fully registered form, in denominations of $5,000 or any integral multiple thereof and shall be initially issued registered in the name of “Cede & Co.,” as nominee of The Depository Trust Company, New York, New York and shall be evidenced by one 2011 Series A Bond maturing on each of the maturity dates as set forth below in this subsection in a denomination corresponding to the total principal amount of the 2011 Series A Bonds to mature on such date. Each Bond shall be assigned by the Trustee a distinctive number or letter or letter and number, and a record of the same shall be maintained by the Trustee. Registered ownership of the 2011 Series A Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 15.15.

The 2011 Series A Bonds shall be dated their date of delivery, bear interest at the following rates per annum based on a 360-day year composed of twelve 30-day months and shall mature on June 1 in the following years in the following amounts:

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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<tbody>
<tr>
<td>June 1</td>
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</table>

Interest on the 2011 Series A Bonds shall be payable on December 1, 2011 and semiannually thereafter on June 1 and December 1 of each year by check mailed by first class mail or, as provided in Section 15.10(e) and upon the written request of any Owner of $1,000,000 or more in aggregate principal amount of Bond Obligation who has provided the Trustee with wire transfer instructions, by wire transfer on each interest payment date to the Owner thereof as of the close of business on the 15th day of the calendar month immediately preceding such interest payment date.

The principal of and premium, if any, on the 2011 Series A Bonds are payable when due upon presentation thereof at the Corporate Trust Office of the Trustee in lawful money of the United States of America. The Trustee shall provide CUSIP number identification, with appropriate dollar amounts for each CUSIP number, on all redemption payments and interest payments, whether by check or by wire transfer.
SECTION 15.02. Optional Redemption of 2011 Series A Bonds. The 2011 Series A Bonds maturing on or before June 1, 2021 shall not be subject to redemption prior to their respective stated maturities. The 2011 Series A Bonds maturing on or after June 1, 2022 shall be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the Issuer and by lot within a maturity), on or after June 1, 2021 at the principal amount of 2011 Series A Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

SECTION 15.03. Selection of Bonds for Redemption. Whenever less than all of the Outstanding 2011 Series A Bonds are to be redeemed on any one date pursuant to Section 15.02 hereof, the Trustee shall select the 2011 Series A Bonds to be redeemed among different maturity dates as directed in a Request of the Issuer delivered to the Trustee. Whenever less than all of the Outstanding 2011 Series A Bonds of the same maturity (and interest rate) are to be redeemed on any one date pursuant to Section 15.02 hereof, the Trustee shall select the 2011 Series A Bonds to be redeemed in minimum denominations of $5,000, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. The Trustee shall promptly notify the Issuer in writing of the 2011 Series A Bonds so selected for redemption.

SECTION 15.04. Notice of Redemption. The Issuer shall notify the Trustee at least 45 days (or such lesser number of days acceptable to the Trustee in its sole discretion) prior to the redemption of Bonds pursuant to Section 15.02. Notice of redemption shall be mailed by the Trustee, not less than 15 nor more than 60 days prior to the redemption date, (i) to the respective Owners of any 2011 Series A Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee by first class mail, (ii) to the Securities Depositories by registered or certified mail, return receipt requested, or by some other confirmable delivery method, and (iii) to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (EMMA) system. Notice of redemption shall be given in the form and in accordance with the terms of the Indenture. The Trustee shall mail an additional copy of such notice of redemption to any Owner who has not surrendered such Owner’s Bonds called for redemption within 60 days after the redemption date.

The Issuer shall have the right to rescind any notice of optional redemption by written notice to the Trustee on or prior to the dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not or will not be available on the date fixed for redemption for the payment in full of the 2011 Series A Bonds then called for redemption, and neither the lack of available funds nor such cancellation shall constitute an Event of Default. The Issuer and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of notice of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

SECTION 15.05. Partial Redemption of Bonds. Upon surrender of any 2011 Series A Bond redeemed in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Issuer, a new 2011 Series A Bond of authorized denominations, and of the same maturity and interest rate, equal in aggregate principal amount to the unredeemed portion of the 2011 Series A Bond surrendered.
SECTION 15.06. **Effect of Redemption.** Notice of redemption having been duly given, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the 2011 Series A Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the 2011 Series A Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice, together with interest accrued thereon to the date fixed for redemption. From and after the redemption date interest on the 2011 Series A Bonds so called for redemption shall cease to accrue and the 2011 Series A Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of such 2011 Series A Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the redemption date. All 2011 Series A Bonds redeemed pursuant provisions of this Article shall be cancelled upon surrender thereof and destroyed.

SECTION 15.07. **Form of 2011 Series A Bonds.** The 2011 Series A Bonds and the certificate of authentication and registration to be executed thereon shall be in substantially the form set forth as Exhibit A to this Eighth Supplemental Indenture. The 2011 Series A Bond numbers, maturity dates and interest rates shall be inserted therein in conformity with Section 15.01.

SECTION 15.08. **Application of Proceeds of 2011 Series A Bonds.** The proceeds of the sale of the 2011 Series A Bonds shall be received by the Trustee and shall be transferred and deposited as follows:

(a) The Trustee shall transfer $___________ of the proceeds of the 2011 Series A Bonds to the CTFA Trustee, as trustee with respect to the CTFA Bonds and as assignee of CTFA pursuant to the Junior Lien Indenture, to be applied, together with amounts released from the Reserve Fund (as defined in the CTFA Indenture), to purchase the CTFA Bonds from Dexia Crédit Local, acting through its New York Branch, as the Bank (as defined in the CTFA Indenture), and retire the CTFA Bonds.

(b) The Trustee shall deposit $___________ of the proceeds of the 2011 Series A Bonds in the Costs of Issuance Fund established pursuant to Section 15.09 hereof.

SECTION 15.09. **Establishment and Application of Costs of Issuance Fund.** The Trustee shall establish, maintain and hold in trust a separate fund designated as the “2011 Series A Bonds Costs of Issuance Fund” (the “Costs of Issuance Fund”). The moneys in the Costs of Issuance Fund shall be used and withdrawn to pay Costs of Issuance of the 2011 Series A Bonds. The Trustee shall disburse moneys from the Costs of Issuance Fund upon receipt of a requisition in substantially the form set forth in Exhibit B hereto.

On the date that is six months after the date of issuance of the 2011 Series A Bonds, the Trustee shall transfer any moneys then remaining in the Costs of Issuance Fund to the Interest Fund and the Trustee shall close the Costs of Issuance Fund.
SECTION 15.10. Use of Depository. Notwithstanding any provision of the Indenture or this Eighth Supplemental Indenture to the contrary:

(a) The 2011 Series A Bonds shall be initially issued as provided in Section 15.01. Registered ownership of the 2011 Series A Bonds, or any portions thereof, may not thereafter be transferred except:

(i) To any successor of The Depository Trust Company or its nominee, or to any substitute depository designated pursuant to clause (ii) of this subsection (a) (“substitute depository”); provided that any successor of The Depository Trust Company or substitute depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) To any substitute depository not objected to by the Trustee, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the Issuer that The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the Trustee can be obtained, or (2) a determination by the Issuer that it is in the best interests of the Issuer to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its function as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection 15.10(a), upon receipt of all outstanding 2011 Series A Bonds by the Trustee, together with a Certificate of the Issuer to the Trustee, a single new 2011 Series A Bond for each maturity shall be executed and delivered, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Certificate of the Issuer. In the case of any transfer pursuant to clause (iii) of subsection 15.10(a) hereof, upon receipt of all outstanding 2011 Series A Bonds by the Trustee together with a Certificate of the Issuer to the Trustee, new 2011 Series A Bonds shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such a Certificate of the Issuer, subject to the limitations of Section 15.01 hereof; provided the Trustee shall not be required to deliver such new 2011 Series A Bonds within a period less than 60 days from the date of receipt of such a Certificate of the Issuer.

(c) In the case of partial redemption, cancellation or an advance refunding of any 2011 Series A Bonds evidencing all or a portion of the principal maturing in a particular year, The Depository Trust Company shall make an appropriate notation on the 2011 Series A Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee.
(d) The Issuer and the Trustee shall be entitled to treat the person in whose name any 2011 Series A Bond is registered as the Bondholder thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Issuer; and the Issuer and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the 2011 Series A Bonds. Neither the Issuer nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except for the Owner of any 2011 Series A Bond.

(e) So long as all outstanding 2011 Series A Bonds are registered in the name of “Cede & Co.” or its registered assign, the Issuer and the Trustee shall cooperate with “Cede & Co.,” as sole registered Bondholder, and its registered assigns in effecting payment of the principal of and redemption premium, if any, and interest on the 2011 Series A Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made available on the date they are due.

SECTION 15.11. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Indenture, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under the Indenture; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 15.11.

SECTION 15.12. Terms of 2011 Series A Bonds Subject to the Indenture. Except as in the Eighth Supplemental Indenture expressly provided, every term and condition contained in the Indenture shall apply to the Eighth Supplemental Indenture and to the 2011 Series A Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to the Eighth Supplemental Indenture. The Eighth Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

SECTION 15.13. Effective Date of Eighth Supplemental Indenture. The Eighth Supplemental Indenture shall take effect immediately upon its execution and delivery.

SECTION 15.14. Execution in Counterparts. The Eighth Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 15.15. Severability of Invalid Provisions. If any one or more of the provisions contained in this Eighth Supplemental Indenture or in the 2011 Series A Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Eighth
Supplemental Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of this Eighth Supplemental Indenture, and this Eighth Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Issuer hereby declares that it would have adopted this Eighth Supplemental Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the 2011 Series A Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Eighth Supplemental Indenture may be held illegal, invalid or unenforceable.

**SECTION 15.16. Waiver of Personal Liability.** No Board member, officer, agent or employee of the Issuer or the Trustee shall be individually or personally liable for the payment of the principal or redemption price of or interest on the 2011 Series A Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent or employee of the Issuer or the Trustee from the performance of any official duty provided by law or by this Eighth Supplemental Indenture.

**SECTION 15.17. Governing Law.** This Eighth Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California.
IN WITNESS WHEREOF, the parties hereto have executed the Eighth Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

By: ________________________________
    Chief Financial Officer
(Seal)

ATTEST:

By: ________________________________
    Board Secretary

APPROVED AS TO FORM:

By: ________________________________
    General Counsel

Date: ______________________, 2011

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: ________________________________
    Authorized Officer
EXHIBIT A

[FORM OF 2011 SERIES A BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

<table>
<thead>
<tr>
<th>No.</th>
<th>$___</th>
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<tbody>
<tr>
<td>SANTA CLARA VALLEY TRANSPORTATION AUTHORITY</td>
<td>SALES TAX REVENUE REFUNDING BOND</td>
</tr>
<tr>
<td>2011 SERIES A</td>
<td></td>
</tr>
<tr>
<td>Maturity</td>
<td>Interest Rate</td>
</tr>
</tbody>
</table>

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: $___________

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public entity duly organized and existing under and pursuant to the laws of the State of California (the “Issuer”), for value received, hereby promises to pay (but only out of the Revenues hereinafter referred to) to the registered owner named above or registered assigns, on the maturity date specified above, the principal sum specified above together with interest thereon from the Dated Date specified above until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on December 1, 2011, and semiannually thereafter on June 1 and December 1 in each year. Interest hereon is payable in lawful money of the United States of America by (except as otherwise provided in the hereinafter mentioned Indenture) check mailed by first-class mail on each interest payment date to the registered owner as of the close of business on the 15th day of the calendar month immediately preceding such interest payment date. The principal hereof and premium, if any, hereon are payable when due upon presentation hereof at the corporate trust office of U.S. Bank National Association, as successor to U.S. Bank Trust National Association (originally named First Trust of California, National Association), as trustee (together with any successor as trustee under the hereinafter defined Indenture, the “Trustee”), in lawful money of the United States of America.
This bond is one of a duly authorized issue of Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds (the “Bonds”) of the Series and designation indicated on the face hereof. Such authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in said Indenture, and consists or may consist of one or more series of varying denominations, dates, maturities, interest rates and other provisions, as in said Indenture provided, all issued and to be issued pursuant to the provisions of the Santa Clara Valley Transportation Authority Act (constituting Part 12 of Division 10 of the California Public Utilities Code) and Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code as referenced in such Santa Clara Valley Transportation Authority Act (the “Act”). This Bond is issued pursuant to an Indenture, dated as of November 1, 1997, between the Issuer and the Trustee, as supplemented and amended including by an Eighth Supplemental Indenture, dated as October 1, 2011, between the Issuer and the Trustee, authorizing the issuance of the Bonds (as amended and supplemented, the “Indenture”). Reference is hereby made to the Indenture and to the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Revenues (as that term is defined in the Indenture), and the rights of the registered owners of the Bonds; and all the terms of the Indenture and the Act are hereby incorporated herein and constitute a contract between the Issuer and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by its acceptance hereof, consents and agrees. Parity Bonds and Parity Debt are currently outstanding and Additional Bonds may be issued, and indebtedness may be incurred, on parity with the Bonds of this authorized issue, but only subject to the conditions and limitations contained in the Indenture.

The Bonds and the interest thereon (to the extent set forth in the Indenture), together with the Parity Debt (as defined in the Indenture) issued by the Issuer, and the interest thereon, are payable from, and are secured by a pledge of the proceeds derived by the Issuer from the transactions and use tax imposed pursuant to the Act (as more particularly defined in the Indenture, the “Sales Tax Revenues”). All of the Bonds and Parity Debt are equally secured by a pledge of, and lien upon, the Sales Tax Revenues, and the Sales Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds and Parity Debt; but nevertheless out of Sales Tax Revenues certain amounts may be applied for other purposes as provided in the Indenture.

The Bonds are limited obligations of the Issuer and are payable, both as to principal and interest and as to any premiums upon the redemption thereof, out of the Revenues and certain funds held by the Trustee under the Indenture. The general fund of the Issuer is not liable, and the credit or taxing power (other than as described above) of the Issuer is not pledged; for the payment of the Bonds or their interest. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Issuer or any of its income or receipts, except the Sales Tax Revenues.

The 2011 Series A Bonds maturing on or before June 1, 2021 shall not be subject to redemption prior to their respective stated maturities. The 2011 Series A Bonds maturing on or after June 1, 2022 shall be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole, or in part, on any date (by such maturities as may be specified by the Issuer and by lot within a maturity), on or after
June 1, 2021 at the principal amount of 2011 Series A Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

This Bond is transferable or exchangeable for other authorized denominations by the registered owner hereof, in person or by its attorney duly authorized in writing, at the corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds without coupons, of authorized denomination or denominations, of the same series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Issuer, the Trustee and any paying agent may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the Issuer, the Trustee and any paying agent shall not be affected by any notice to the contrary.

The rights and obligations of the Issuer and of the holders and registered owners of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of Bonds.

**PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE PAYABLE SOLELY FROM SALES TAX REVENUES AND OTHER FUNDS PLEDGED OR OTHERWISE MADE AVAILABLE TO THEIR PAYMENT AND THE ISSUER IS NOT OBLIGATED TO PAY THE BONDS EXCEPT FROM SALES TAX REVENUES AND FROM SUCH OTHER FUNDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OF SANTA CLARA, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE ISSUER TO THE EXTENT OF THE PLEDGE OF SALES TAX REVENUES, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE BONDS.**

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Bond, together with all other indebtedness of the Issuer pertaining to the Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture or the Act.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.
IN WITNESS WHEREOF, SANTA CLARA VALLEY TRANSPORTATION AUTHORITY has caused this Bond to be executed in its name and on its behalf by its Chief Financial Officer and to be attested by its Secretary, by their manual or facsimile signatures, and the seal of the Issuer to be impressed or imprinted hereon, and this Bond to be dated as of the Dated Date specified above.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By_______________________________________
Chief Financial Officer
(SEAL)

Attested:

__________________________________________
Board Secretary
[FORM OF CERTIFICATE OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within mentioned Indenture and registered on the date set forth below.

Dated:

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

By____________________________________

Authorized Officer
ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoint(s)

________________________________________________________________________

attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated:____________________

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.  

Note: This signatures) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.
EXHIBIT B

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS, 2011 SERIES A

REQUISITION FROM COSTS OF ISSUANCE FUND

REQUISITION No. ___

1. The Santa Clara Valley Transportation Authority (the “Issuer”) hereby requests U.S. Bank National Association, as trustee (the “Trustee”), pursuant to that certain Indenture, dated as of November 1, 1997, as amended and supplemented, including as amended and supplemented by the Eighth Supplemental Indenture, dated as of October 1, 2011 (as amended and supplemented, the “Indenture”), between the Issuer and the Trustee, to pay from the moneys in the Costs of Issuance Fund established pursuant to the Indenture, the amount shown on Schedule I attached hereto to the parties indicated in Schedule I.

2. The names of the payees, the purpose for which the cost has been incurred, and the amount of the disbursement requested are itemized on Schedule I hereto.

3. Each obligation list in Schedule I hereto has been properly incurred, is presently due and payable and is a proper charge against the Costs of Issuance Fund. None of the Items for which payment is requested has been reimbursed previously from the Costs of Issuance Fund.

Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Indenture.

Dated: ________________

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

By: ____________________
    Chief Financial Officer
<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PAYEE</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

Total
NOTICE IS HEREBY GIVEN that electronic bids will be received by the Santa Clara Valley Transportation Authority (the “Authority”) for the purchase of $60,000,000* original principal amount of Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”). Bids for less than all of the Bonds will not be accepted. The bids will be received in the form and up to the time specified below (unless postponed as described herein):

Date:   [Day], September __, 2011
8:30 a.m., California Time

Electronic Bids: Electronic proposals shall be submitted to Ipreo LLC at www.newissuehome.i-deal.com and the Parity bid delivery system (the “Electronic Service”). The Electronic Service will act as agent of the bidder and not of the Authority in connection with the submission of bids and the Authority assumes no responsibility or liability for bids submitted through the Electronic Service. See “Information Regarding Electronic Proposals” herein.

No Facsimile Bids: No bids will be accepted by facsimile.

Bidders are referred to the Preliminary Official Statement for additional information regarding the Authority, the 2011 Series A Bonds and the security therefor, and other matters. See “OFFICIAL STATEMENT” below. This Official Notice of Sale contains certain information for quick reference only, is not a summary of the issue and governs only the terms of the sale of, bidding for and closing procedures with respect to the Bonds. Bidders must read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision. The Preliminary Official Statement for this offering will be posted electronically at Ipreo’s i-prospectus website at www.i-dealprospectus.com.

THE RECEIPT OF BIDS ON SEPTEMBER __, 2011, MAY BE POSTPONED OR CANCELLED AT OR PRIOR TO THE TIME BIDS ARE TO BE RECEIVED. NOTICE OF SUCH POSTPONEMENT OR CANCELLATION WILL BE COMMUNICATED BY THE AUTHORITY THROUGH PARITY AS SOON AS PRACTICABLE FOLLOWING SUCH POSTPONEMENT OR CANCELLATION. If the sale is postponed, bids will be received at the place set forth above on any weekday during the period from [day], September __, 2011 through [day], September __, 2011, as the Authority may determine. Notice of the new date and time for receipt of bids shall be given through Parity as soon as possible.

* Preliminary, subject to change.
practicable following a postponement and no later than 1:00 p.m., California time, on the business day preceding the new date for receiving bids.

As an accommodation to bidders, notice of such postponement and of the new sale date and time will be given to any bidder requesting such notice from Ross Financial, 1736 Stockton Street, Suite One, San Francisco, California 94133; telephone: (415) 912-5612, Attention: Peter Ross, Principal (email: rossfinancial@smkc.com) (the “Financial Advisor”); provided however that failure of any bidder to receive such supplemental notice shall not affect the sufficiency of any required notice or the legality of the sale. See “TERMS OF SALE–Postponement or Cancellation of Sale.”

TERMS RELATING TO THE 2011 SERIES A BONDS

SERIES: $60,000,000 aggregate principal amount of 2011 Series A Bonds, which are being issued as fully registered 2011 Series A Bonds in denominations of $5,000 or multiples thereof, all dated the date of delivery and comprising all of the 2011 Series A Bonds of said authorized issue. The 2011 Series A Bonds are the fifth series issued under the Indenture and additional series of bonds may be issued on a parity with the Bonds on the terms and subject to the conditions set forth in the Indenture. The Authority has made timely payment to date of all payments required to pay debt service on Bonds issued under the Indenture.

INTEREST RATE: Interest is payable on December 1, 2011 and semiannually thereafter on June 1 and December 1 of each year. Bidders must specify the rate or rates of interest that the 2011 Series A Bonds hereby offered for sale shall bear. Bidders will be permitted to bid different rates of interest; but (i) the maximum interest rate shall not exceed 6% per annum and the maximum differential between the highest and lowest rates specified in any bid shall not exceed 4% per annum; (ii) each interest rate specified in any bid must be in multiples of one-thousandths (1/1,000) of 1% per annum and a zero rate of interest cannot be specified; (iii) no 2011 Series A Bond shall bear more than one rate of interest; (iv) each 2011 Series A Bond shall bear interest from its dated date to its stated payment date at the interest rate specified in the bid; (v) the amount of total discount (inclusive of original issue discount) with respect to the Bonds may not exceed 1.5% of the aggregate principal amount of the 2011 Series A Bonds; and (vi) the amount of total premium with respect to the 2011 Series A Bonds may not exceed 15% of the aggregate principal amount of the 2011 Series A Bonds.

BOOK-ENTRY ONLY: The 2011 Series A Bonds shall be issued in registered form by means of a book-entry system with no distribution of 2011 Series A Bonds made to the public. One 2011 Series A Bond representing each Bond payment date will be issued to The Depository Trust Company, New York, New York (“DTC”), registered in the name of Cede & Co., its nominee. The book-entry system will evidence ownership of the 2011 Series A Bonds in the principal amount of $5,000 or any integral multiple thereof, with transfers of ownership effected on the records of DTC.

PAYMENT OF DTC FEES: The Authority will submit all requisite documents to DTC for DTC-eligibility purposes. However, the purchaser of the 2011 Series A Bonds will be responsible for payment of all fees charged by DTC.
MATURITY*: The 2011 Series A Bonds shall mature on June 1 in each of the years, and in the amounts, as follows:

<table>
<thead>
<tr>
<th>Year (June 1)</th>
<th>Amount</th>
<th>Year (June 1)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td></td>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td></td>
<td>2022</td>
<td></td>
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<tr>
<td>2014</td>
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<td>2019</td>
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<td>2028</td>
<td></td>
</tr>
<tr>
<td>2020</td>
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</tbody>
</table>

ADJUSTMENT OF PRINCIPAL PAYMENTS: The principal amounts, set forth in this Official Notice of Sale reflect certain estimates of the Authority with respect to the likely interest rates of the winning bid. The Authority reserves the right to change the principal payment schedule set forth above after the determination of the winning bidder, by adjusting one or more of the principal payments of the 2011 Series A Bonds in increments of $5,000, as determined in the sole discretion of the Authority; provided, however, that the 2011 Series A Bonds will be executed and delivered in an aggregate par amount of not-to-exceed $60,000,000. Any such adjustment of principal payments on the 2011 Series A Bonds shall be based on the schedule of principal payments provided by the Authority to be used as the basis of bids for the 2011 Series A Bonds. Any such adjustment will not change the average per bond dollar amount of underwriter’s discount. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. THE BIDDER AWARDED THE 2011 SERIES A BONDS BY THE AUTHORITY WILL NOT BE PERMITTED TO WITHDRAW ITS BID, CHANGE THE INTEREST RATES IN ITS BID OR THE REOFFERING PRICES IN ITS INITIAL ISSUE PRICE CERTIFICATE AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL PAYMENTS WITH RESPECT TO THE 2011 SERIES A BONDS IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE.

SERIAL BONDS AND/OR TERM BONDS: Bidders may provide that all the 2011 Series A Bonds be executed and delivered as Serial Bonds or may provide that any one or more consecutive annual principal amounts be combined into one or more Term Bonds.

INITIAL ISSUE PRICE CERTIFICATE: The successful bidder for the 2011 Series A Bonds must deliver a certificate setting forth the expected final reoffering price of such 2011 Series A Bonds to the public (the “Initial Issue Price Certificate”) to Fulbright & Jaworski L.L.P. (“Bond Counsel”), at 555 South Flower Street, 41st Floor, Los Angeles, California 90071, by the close of business on the day of the award of the 2011 Series A Bonds. The Initial Issue Price

* Preliminary, subject to change.
Certificate shall set forth the maximum initial bona fide offering prices and concessions to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) of each maturity of the 2011 Series A Bonds at which a substantial amount (at least 10%) of such maturity was sold. The form of the Initial Issue Price Certificate appears as Appendix A to the Official Bid Form. For purposes of this paragraph, sales of 2011 Series A Bonds to other securities brokers or dealers will not be considered sales to the general public.

REDEMPTION: The Authority shall have the right, under the circumstances described in the Preliminary Official Statement, to redeem 2011 Series A Bonds, upon the terms and conditions, and at the prices, set forth in the Preliminary Official Statement.

PURPOSE: The 2011 Series A Bonds are to be issued (i) to refund the Authority’s Junior Lien Sales Tax Revenue Bonds, 1998 Series A and 2000 Series A and (ii) to pay costs of issuance.

MUNICIPAL BOND INSURANCE AT BIDDER’S OPTION: The Authority has provided no information to any bond insurer in order to pre-qualify the 2011 Series A Bonds for municipal bond insurance. Bids shall not be conditioned upon the issuance of any such policy or the ratings of such insurer upon delivery of the 2011 Series A Bonds. The Authority makes no representation as to whether the 2011 Series A Bonds will qualify for municipal bond insurance. Payment of any insurance premium and satisfaction of any conditions to the issuance of a municipal bond insurance policy and payment of any additional rating agency fees shall be the sole responsibility of the bidder. In particular, the Authority will neither amend nor supplement the Indenture relating to the 2011 Series A Bonds in any way, nor will it agree to enter into any additional agreements with respect to the provision of any such policy. Bidders who wish to bid with municipal bond insurance must provide the Authority with the municipal bond insurance commitment, including the amount of the policy premium, as well as information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the final Official Statement within two (2) business days following the award of the 2011 Series A Bonds by the Authority. The Authority will require a certificate regarding disclosure matters from the insurance provider in form and substance satisfactory to Bond Counsel on or prior to the date of delivery of the 2011 Series A Bonds, as well as an opinion of counsel of the insurance provider regarding the enforceability of the municipal bond insurance policy and a tax certificate, each in form reasonably satisfactory to the Authority and Bond Counsel. THE BIDDER SHALL PAY ALL COSTS ASSOCIATED WITH ANY AUTHORITY DECISION TO AMEND, SUPPLEMENT, REPRINT AND/OR “STICKER” THE OFFICIAL STATEMENT IN CONNECTION WITH BOND INSURANCE. FAILURE OF THE INSURANCE PROVIDER TO ISSUE ITS POLICY OR ANY OTHER INFORMATION OR EVENTS OCCURRING OR BECOMING KNOWN RELATING TO SUCH INSURANCE PROVIDER OR THE POLICY, INCLUDING BUT NOT LIMITED TO A RATINGS DOWNGRADE, SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE 2011 SERIES A BONDS.

TAX-EXEMPT STATUS: In the opinion of Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel, interest on the 2011 Series A Bonds, assuming compliance with
certain covenants contained in the Indenture and the Tax Certificate, is excluded from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. See “TAX MATTERS” in the Preliminary Official Statement. In the event that prior to the issuance of the 2011 Series A Bonds (a) the income received by private owners from 2011 Series A Bonds of the same type and character shall be declared to be includable in gross income (either at the time of such declaration or at any future date) for purposes of federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court, or (b) any federal income tax law is adopted that will have a substantial adverse tax effect upon owners of the 2011 Series A Bonds as such, the successful bidder may, at its option, prior to the tender of said 2011 Series A Bonds, be relieved of its obligation under the contract to purchase the 2011 Series A Bonds, and in such case the Good Faith Deposit accompanying its bid will be returned.

LEGAL OPINION: The legal opinion of Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel, approving the validity of the 2011 Series A Bonds will be furnished to the successful bidder without cost.

TERMS OF SALE

BEST BID: The 2011 Series A Bonds will be awarded to the bidder offering to purchase the 2011 Series A Bonds at the lowest true interest cost to the Authority. The true interest cost for each bid will be determined on the basis of the aggregate present value of each semiannual payment. The present value will be calculated to the dated date of the 2011 Series A Bonds and will be based on the bid amount (par value plus any premium or less any discount), excluding the accrued interest from the date of the 2011 Series A Bonds to the expected closing date. In the event two or more bids specify the same lowest true interest cost, then the selection for award of the 2011 Series A Bonds will be made among such bidders by the Authority by lot. All interest will be computed on a 360-day year 30-day month basis from the date of delivery of the 2011 Series A Bonds. The cost of preparing the 2011 Series A Bonds will be borne by the Authority.

RIGHT OF REJECTION: The Authority reserves the right, in its discretion, to reject any and all proposals and to waive any irregularity or informality in any proposals.

POSTPONEMENT OR CANCELLATION OF SALE: The Authority may postpone or cancel the sale of the 2011 Series A Bonds at or prior to the time for receiving bids. Notice of such postponement or cancellation shall be given through Parity as soon as practicable following such postponement or cancellation. If the sale is postponed, notice of a new sale date and time will be given through Parity not later than 1:00 p.m., California time, on the business day preceding the new date that bids are to be received. Failure of any potential bidder to receive notice of postponement or cancellation will not affect the sufficiency of any such notice.

PROMPT AWARD: The Authority will take action awarding the 2011 Series A Bonds or rejecting all bids not later than thirty (30) hours after the expiration of the time herein prescribed for the receipt of proposals unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.
DELIVERY AND PAYMENT: Delivery of the 2011 Series A Bonds will be made to the successful bidder through DTC and is expected to occur within 20 days from the date of award. Payment for the 2011 Series A Bonds must be made in immediately available funds. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the purchaser.

RIGHT OF CANCELLATION: The successful bidder shall have the right, at its option, to cancel the contract of purchase if the Authority shall fail to issue the 2011 Series A Bonds and tender the same for delivery within 60 days from the date of sale thereof, or if the adverse tax consequences described above in “TERMS RELATING TO THE 2011 SERIES A BONDS — Tax-Exempt Status” shall occur, and in such event the successful bidder shall be entitled to the return of the Good Faith Deposit accompanying its bid.

FORM OF BID: All bids must be for not less than all of the 2011 Series A Bonds hereby offered for sale and accrued interest to date of delivery, plus such premium or less such discount as is specified in the bid. Each bid must be delivered by electronic transmission as described below and be received by 8:30 a.m., California time, on September__, 2011. Each bid must be in accordance with the terms and conditions set forth in this Official Notice of Sale, and may be submitted on the attached Bid Form. Each bid must be accompanied by a Good Faith Deposit (see “GOOD FAITH DEPOSIT” below). All bids shall be deemed to incorporate all of the terms of this Official Notice of Sale.

INFORMATION REGARDING ELECTRONIC PROPOSALS: Bids must be submitted through the Electronic Service. If any provision of this Official Notice of Sale conflicts with information provided by the Electronic Service, this Official Notice of Sale shall control. The Authority is not responsible for the proper operation of, and shall have no liability for any delays or interruptions of or any damages caused by the Electronic Service. The Authority is using the Electronic Service as a communication mechanism and not as the Authority’s agent to conduct electronic bidding for the 2011 Series A Bonds. The Authority is not bound by any advice of or determination by the Electronic Service to the effect that any particular bid complies with the terms of this Official Notice of Sale. All costs and expenses incurred by prospective bidders in connection with their submission of bids through the Electronic Service are the sole responsibility of such bidders and the Authority is not responsible for any such costs or expenses. Further information about the Electronic Service, including any fee charged, may be obtained from Ipreo LLC, 1359 Broadway, Second Floor, New York, New York 10018 (212-849-5023). The Authority assumes no responsibility or liability for bids submitted through the Electronic Service. The Authority shall be entitled to assume that any bid submitted through the Electronic Service has been made by a duly authorized agent of the bidder.

WARNINGS REGARDING ELECTRONIC BIDS: THE AUTHORITY WILL ACCEPT BIDS IN ELECTRONIC FORM SOLELY THROUGH THE ELECTRONIC SERVICE ON THE OFFICIAL BID FORM CREATED FOR SUCH PURPOSE. EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH THE ELECTRONIC SERVICE, AND THAT THE ELECTRONIC SERVICE IS NOT ACTING AS AN AGENT OF THE AUTHORITY. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM THE ELECTRONIC SERVICE, AND
THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF THE ELECTRONIC SERVICE. THE AUTHORITY SHALL ASSUME THAT ANY BID RECEIVED THROUGH THE ELECTRONIC SERVICE HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE AUTHORITY, THE FINANCIAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR OPENED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE AUTHORITY AT THE PLACE OF BID OPENING AND THE AUTHORITY SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY THE ELECTRONIC SERVICE AS THE OFFICIAL TIME.

GOOD FAITH DEPOSIT: To secure the Authority from any loss resulting from the failure of the apparent winning bidder to comply with the terms of its bid, a good faith deposit in the amount of $500,000 (the “Good Faith Deposit”) must be provided. The Good Faith Deposit may be provided concurrently with the bid and must be received no later than ninety (90) minutes from the time the apparent winning bidder is identified.

The Good Faith Deposit shall be submitted in the form of a wire transfer, as described below. The 2011 Series A Bonds will not be officially awarded to a bidder who has not submitted a Good Faith Deposit.

If the apparent winning bidder on the 2011 Series A Bonds is determined to be a bidder who has not submitted a Good Faith Deposit, the Financial Advisor will request the apparent winning bidder to immediately wire the Good Faith Deposit to the Trustee (as described below), and provide the Federal wire reference number of such Good Faith Deposit to the Financial Advisors within ninety (90) minutes of such request by the Financial Advisor. The wire transfer is to be made to

BBK= U.S. Bank, N.A. (ABA 091000022)
BNF=U.S. Bank Trust, N.A., A/C 180121167365
OBI = Santa Clara VTA Refunding 2011A
Attn: Karen Lei, telephone no. 415-273-4540

No interest will be paid upon the Good Faith Deposit made by any bidder. If a Good Faith Deposit is submitted by an unsuccessful bidder, it will be returned promptly after the award of the 2011 Series A Bonds or the rejection of all bids. The Good Faith Deposit of the apparent winning bidder will, immediately upon acceptance of its bid, become the property of the Authority. The Good Faith Deposit will be held and invested for the exclusive benefit of the Authority. The Good Faith Deposit, without interest thereon, will be credited against the purchase price of the 2011 Series A Bonds purchased by the winning bidder at the time of delivery thereof.
If the purchase price is not paid in full upon execution and delivery of the 2011 Series A Bonds, the Authority shall retain the Good Faith Deposit and the winning bidder will have no right in or to the 2011 Series A Bonds or to the recovery of its Good Faith Deposit, or to any allowance or credit by reason of such deposit, except pursuant to a right of cancellation. See “TERMS OF SALE — Right of Cancellation.” In the event of nonpayment for the 2011 Series A Bonds by the winning bidder, the Authority reserves any and all rights granted by law to recover the full purchase price of the 2011 Series A Bonds and, in addition, any damages suffered by the Authority.

STATEMENT OF TRUE INTEREST COST; REOFFERING YIELDS: Each bidder is requested, but not required, to state in his bid the percentage true interest cost to the Authority, which shall be considered as informative only and not binding on either the bidder or the Authority. The successful bidder shall submit an Initial Issue Price Certificate in the form attached as Appendix A to the Official Bid Form, all as described under “INITIAL ISSUE PRICE CERTIFICATE” herein.

NO LITIGATION: There is no litigation pending concerning the validity of the 2011 Series A Bonds, the existence of the Authority or the entitlement of the officers thereof to their respective offices, and the Authority will furnish to the successful bidder a no-litigation certificate certifying to the foregoing as of and at the time of the delivery of the 2011 Series A Bonds.

RESALE IN OTHER STATES: The successful bidder will assume responsibility for taking any action necessary to qualify the 2011 Series A Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the 2011 Series A Bonds, and shall indemnify and hold harmless the Authority and its officers and officials from any loss or damage resulting from any failure to comply with any such law.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the 2011 Series A Bonds, but neither failure to print such numbers on any 2011 Series A Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the 2011 Series A Bonds in accordance with the terms of this Official Notice of Sale. All expenses in relation to the printing of CUSIP numbers on the 2011 Series A Bonds shall be paid for by the Authority; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION FEE: Attention of bidders is directed to California Government Code Section 8856, which provides that the lead underwriter or the purchaser of the 2011 Series A Bonds will be charged the California Debt and Investment Advisory Commission fee.

OFFICIAL STATEMENT: A Preliminary Official Statement has been prepared, copies of which may be obtained upon request made to the Authority or to the Authority’s Financial Advisor, Ross Financial, 1736 Stockton Street, Suite One, San Francisco, California 94133, Telephone: (415) 912-5612; Fax: (415) 912-5611; E-mail: rossfinancial@smkc.com. The Preliminary Official Statement is also available at www.i-dealprospectus.com. The
Preliminary Official Statement has been “deemed final” by the Authority for purposes of SEC Rule 15c2-12, but is subject to revision, amendment and completion in a final Official Statement. The Chief Financial Officer of the Authority or his designee has reviewed the Preliminary Official Statement and will further review the Official Statement and will certify that as of the date of the Official Statement, to the best of such officer’s knowledge and belief, the Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Authority will deliver to the purchaser of the 2011 Series A Bonds a certificate of the Authority as to the above, dated the date of delivery of the 2011 Series A Bonds, and further certifying that the signatory knows of no material adverse change in the condition or affairs of the Authority that would make it unreasonable for the purchaser of the 2011 Series A Bonds to rely upon the Official Statement in connection with the resale of the 2011 Series A Bonds, and authorizing the purchaser of the 2011 Series A Bonds to distribute copies of the Official Statement in connection with the resale of the 2011 Series A Bonds. The Authority will furnish to the successful purchaser, at no expense to the successful purchaser, up to 100 copies of the Official Statement within seven (7) business days of the award date. Additional copies will be made available upon request, submitted to the Financial Advisor no later than twenty-four hours after the time of receipt of bids, at the purchaser’s expense, for use in connection with any resale of the 2011 Series A Bonds.

By making a bid for the 2011 Series A Bonds, the successful bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the Authority, (ii) to promptly file a copy of the final Official Statement, including any supplements prepared by the Authority, with the EMMA system maintained by the Municipal Securities Rulemaking Board, and (iii) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the 2011 Series A Bonds to the ultimate purchasers.

CONTINUING DISCLOSURE: In order to assist bidders in complying with SEC Rule 15c2-12, the Authority will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information relating to the Authority and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. See “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

RIGHT TO MODIFY OR AMEND: The Authority reserves the right to modify or amend this Official Notice of Sale in any respect; provided, however, that any such modification or amendment shall be made not later than 1:00 p.m., California time, on the business day preceding the date bids are to be received and shall be communicated to potential bidders through Parity.

Dated: September __, 2011.
OFFICIAL BID FORM

$___________†
Santa Clara Valley Transportation Authority
Sales Tax Revenue Refunding Bonds,
2011 Series A

TO: SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

DATE: September __, 2011

Ladies and Gentlemen:

We offer to purchase all, but not less than all, of the $___________ † principal amount of the
above described bonds, more particularly described in your Official Notice of Sale, dated September __
2011, all of the terms and conditions of which are made part hereof as though set forth in full in this
proposal, at the aggregate principal amount thereof (together with a premium of $__________, less an
underwriter’s discount of $__________ plus accrued interest to the date of delivery, said interest to be
payable at the rates more particularly set forth in the Schedule below.

Schedule of Maturity Dates, Principal Amounts** and Interest Rates

(Check One)

<table>
<thead>
<tr>
<th>Maturity Date (June 1)</th>
<th>Principal Component</th>
<th>Serial’ Maturity</th>
<th>Mandatory* Sinking Fund Prepayment</th>
<th>Interest Rate</th>
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</tbody>
</table>

Our calculation of the true interest cost, which is considered to be informative only and not a part
of the proposal, is as follows: __________%.

The total amount of interest payable on the Bonds during the life of the issue under the attached
bid is $__________.

† Preliminary, subject to change.
* Place a check in the appropriate column indicating whether the principal component is a serial maturity
or mandatory sinking fund prepayment.
** Subject to adjustment as described under “ADJUSTMENT OF PRINCIPAL PAYMENTS.”
The amount of premium is $__________.

The amount of underwriter’s discount is $__________.

The true interest cost (determined as described in the section of the Official Notice of Sale entitled “Best Bid”) is ____________________%.

We agree that if we are the successful bidder for the Bonds we will provide the Authority with an Initial Issue Price Certificate in the form attached as Exhibit A hereto.

We hereby represent that as of the date of award and as of the date of delivery of the Bonds, all members of our account either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

Following is a list of the members of our account on whose behalf this bid is made.

List of Members of Account: 

Respectfully submitted,

Firm: ____________________________
Account Manager

By: ____________________________

Printed Name:__________________________
Title: ____________________________

Address: ____________________________

Telephone No.: ____________________________
Fax No.: ____________________________
APPENDIX A TO OFFICIAL BID FORM

FORM OF INITIAL ISSUE PRICE CERTIFICATE

September __, 2011

Santa Clara Valley Transportation Authority
San Jose, California

Fulbright & Jaworski L.L.P.
Los Angeles, California

Ladies and Gentlemen:

We have served as the Underwriter in connection with the issuance by the Santa Clara Valley Transportation Authority (the “Authority”) of its $___________ Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”).

We hereby certify that:

(i) September __, 2011 was the first day on which there was a binding contract in writing for the sale or exchange of the Bonds by the Authority to the Underwriter, and on that day (the “Sale Date”), the Underwriter undertook pursuant to such contract to make a bona fide public offering of all of the Bonds. On the Sale Date all of each maturity of the Bonds was offered in a bona fide initial offering to the general public at the initial offering price or initial offering yield (the “Initial Offering Price”) shown for such maturity on [Exhibit A hereto] [the inside cover page of the Official Statement dated September __, 2011 relating to such offering]. The Initial Offering Price for each maturity represented: (i) the Underwriter’s reasonable determination of a fair market value on the Sale Date of that maturity of the Bonds; and (ii) the price at which the Underwriter reasonably expected to sell all the Bonds of that maturity to the general public;

(ii) based upon our records and other information available to us that we believe to be correct, the first price at which a substantial portion (but in no event less than ten percent) of each maturity of the Bonds[., (except for the Bonds maturing on June 1, 20__ (the “Unsold Maturity”),] was sold by the Underwriter (or by other excluded persons) to the general public was the Initial Offering Price in respect of that maturity as described above. [For [the] [each] Unsold Maturity, on the Sale Date we reasonably expected that a substantial portion (at least ten percent) of that Unsold Maturity would be sold at the initial offering price or yield in respect of that maturity];

(iii) at the time that the Underwriter agreed to purchase the Bonds, based upon then prevailing market conditions, the Underwriter had no reason to believe that the first sale of any of the Bonds to a member of the general public would be at an initial offering price greater than or an initial offering yield less than the fair market value thereof;
(iv) taking into account the aggregate amount of each maturity, and treating the Initial Offering Price as the issue price of each Bond of that maturity, the aggregate issue price of the Bonds is $_________; and

(v) we provided the yield proof attached hereto as Exhibit A to Bond Counsel; we make no legal representations regarding its sufficiency.

For purposes of this Certificate, the term “excluded person” refers to: the Underwriter; any affiliate of the Underwriter; any fund or other person that the Underwriter believed would purchase such Bonds with the intention of immediate resale; or any bond house, broker or similar person or organization acting in the capacity of an underwriter or wholesaler. Further, for purposes of this Certificate, the term “general public” does not include bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers.

[The present value of the premium paid in respect of the policy issued by [     ] insuring the scheduled principal and interest payments on the Bonds [if not all maturities are insured add: maturing in the years [     ] through [     ]] is less than the present value of the interest savings resulting from obtaining the policy. Present value, for this purpose, is computed by using the yield on the Bonds as the discount rate after taking into account the insurance premium. Based on our experience, the insurance premium represents a reasonable charge for the transfer of credit risk.]

The undersigned understands that the statements made herein will be relied upon by the Authority in its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986 (the “Code”), and will be relied upon by Bond Counsel in rendering its legal opinion, concerning the exclusion pursuant section 103(a) of the Code of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes and from computing the alternative minimum taxable income of the owners thereof for federal income tax purposes.

[     ],
as Underwriter

By: _________________________________
Title: ________________________________
Exhibit A

Yield Proof

(See attached)
NOTICE OF INTENTION TO SELL

S_________
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDS BONDS
2011 SERIES A

NOTICE IS HEREBY GIVEN that the Santa Clara Valley Transportation Authority (the “Authority”) intends to receive electronic bids until

8:30 a.m., California time, on [day], September __, 2011,

through Ipreo LLC’s BiDCOMP™/PARITY® System (“Parity”), for the purchase of all of the Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”), dated as of the date of initial delivery, and maturing on such dates as described in the related Official Notice of Sale (the “Notice”). No bids will be accepted by facsimile. Bids for less than all of the Bonds will not be accepted.

The Authority reserves the right to postpone or cancel the sale of the Bonds or change the terms thereof upon notice given through Parity. If the sale is postponed, bids will be received at the hour and place set forth above on any weekday during the period from [day], September __, 2011 through [day], September __, 2011, as the Authority may determine. In the event of a postponement of the sale of the Bonds, notice of the new date and time for receipt of bids (and any change in the terms of the sale of the Bonds) shall be given through Parity, as soon as practicable but no later than 1:00 p.m. California time on the business day preceding the new date for receiving bids.

NOTICE IS HEREBY FURTHER GIVEN that electronic copies of the Notice and the Preliminary Official Statement issued in connection with the sale of the Bonds may be obtained from the Authority’s financial advisor, Ross Financial, 1736 Stockton Street, Suite One, San Francisco, California 94133, Telephone: (415) 912-5612, Fax: (415) 912-5611, E-mail: rossfinancial@smkc.com. On or about September __, 2011, the Notice and the Preliminary Official Statement will be posted electronically at Ipreo Prospectus, www.i-dealprospectus.com.

Santa Clara Valley Transportation Authority

Dated: September __, 2011

* Preliminary; subject to change.
$__________
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS,
2011 SERIES A

PURCHASE CONTRACT

__________, 2011

Board of Directors
Santa Clara Valley Transportation Authority

Ladies and Gentlemen:

The undersigned, __________, acting on behalf of itself and as representative (the
"Representative") of ________________, as underwriters (the
"Underwriters"), hereby offers to enter into this Purchase Contract (this “Purchase Contract”)
with you, the Santa Clara Valley Transportation Authority (the “Authority”), for the purchase by
the Underwriters of the Santa Clara Valley Transportation Authority Sales Tax Revenue
Refunding Bonds, 2011 Series A in the principal amount of $__________ (the “Series 2011
Bonds”), which will be issued under the Indenture, dated as of November 1, 1997, between the
Authority and U.S. Bank National Association, as successor to First Trust of California, National
Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture, dated
as of November 1, 1997, a Second Supplemental Indenture, dated as of May 1, 2001, a Third
Supplemental Indenture, dated as of November 1, 2003, a Fourth Supplemental Indenture, dated
as of July 1, 2005, a Fifth Supplemental Indenture, dated as of June 1, 2005, a Sixth
Supplemental Indenture, dated as of May 1, 2007, a Seventh Supplemental Indenture, dated as of
June 1, 2008, and an Eighth Supplemental Indenture, dated as of October 1, 2011 (collectively,
the “Indenture”), each between the Authority and the Trustee. Capitalized terms used herein not
otherwise defined herein shall have the meanings set forth in the Indenture.

The Representative has been duly authorized to execute this Purchase Contract and to
take any action hereunder by and on behalf of the Underwriters. The Authority acknowledges
and agrees that (i) the purchase and sale of the Series 2011 Bonds pursuant to this Purchase
Contract is an arm’s-length commercial transaction between the Authority and the Underwriter,
(ii) in connection therewith and with the discussions, undertakings and procedures leading up to
the consummation of such transaction, the Underwriters are and have been acting solely as
principals and are not acting as the agents or fiduciaries of the Authority, (iii) the Underwriters
have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to
the offering contemplated hereby or the discussions, undertakings and procedures leading thereto.
(irrespective of whether the Underwriters have provided other services or are currently providing
other services to the Authority on other matters) and the Underwriters have no obligation to the
Authority with respect to the offering contemplated hereby except the obligations expressly set
forth in this Purchase Contract and (iv) the Authority has consulted its own legal, financial and
other advisors to the extent it has deemed appropriate.

This offer is made subject to acceptance by the Authority prior to 11:59 p.m., California
time, on the date hereof. If this offer is not so accepted, this offer will be subject to withdrawal
by the Underwriters upon notice delivered to the Authority at any time prior to acceptance.
Upon acceptance, this Purchase Contract shall be in full force and effect in accordance with its
terms and shall be binding upon the Authority and the Underwriters.


(a) Subject to the terms and conditions and in reliance upon the representations,
warranties and agreements set forth herein, the Underwriters hereby agree to purchase and the
Authority agrees to sell to the Underwriters all (but not less than all) of the Series 2011 Bonds at
a purchase price of $__________, reflecting the aggregate par amount of the Series 2011 Bonds
of $__________, [plus bond premium/less original issue discount of $____] less an underwriters’
discount of $__________.

(b) The Series 2011 Bonds are secured by a pledge of Sales Tax Revenues of the
Authority, consisting primarily of a one-half of one percent retail transactions and use tax (the
“1976 Sales Tax”), and certain amounts held by the Trustee under the Indenture.

(c) The Series 2011 Bonds shall be substantially in the form described in, and shall
be issued and secured under and pursuant to, and shall be payable and subject to redemption as
provided in, the Indenture. The Series 2011 Bonds shall mature on the dates set forth on the
inside cover of the Official Statement. The Series 2011 Bonds will bear interest at the rates per
annum set forth on the inside cover of the Official Statement from the date of delivery thereof,
payable semiannually on each June 1 and December 1, commencing on December 1, 2011.

(d) The Series 2011 Bonds are being issued to provide funds to (i) refund the Santa
Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A and the
Santa Clara Valley Transportation Authority Junior Lien Sales Tax Revenue Bonds, 2000 Series
A (together, the “Refunded Bonds”), which are currently outstanding in the aggregate principal
amount of $64,595,000 and (ii) pay costs of issuance of the Series 2011 Bonds.

(e) The Authority will undertake, pursuant to a Continuing Disclosure Certificate (the
“Continuing Disclosure Certificate”), to provide certain annual financial information and notices
of the occurrence of certain enumerated events. A form of the Continuing Disclosure Certificate
is set forth in the Official Statement.

(f) The Indenture and the Continuing Disclosure Certificate shall be collectively
referred to herein as the “Financing Documents.”

(g) The Authority hereby ratifies, confirms and approves the use and distribution by
the Underwriters prior to the date hereof of the Preliminary Official Statement of the Authority
dated ________, 2011 relating to the Series 2011 Bonds (which, together with the cover page and all appendices thereto, is referred to herein as the “Preliminary Official Statement”). The Authority has deemed final the Preliminary Official Statement as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), except for such information permitted to be omitted therefrom by Rule 15c2-12. The Authority hereby acknowledges that the Preliminary Official Statement was made available to investors on the Internet at ______. The Authority hereby agrees to deliver or cause to be delivered to the Underwriters, not later than two business days prior to the Closing Date (as defined herein), copies of the final official statement (including all information permitted to be omitted by Rule 15c2-12 and any amendments or supplements to such official statement as have been approved by the Authority and the Underwriters) (the “Official Statement”) in sufficient quantity to enable the Underwriters to comply with the rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The Authority hereby approves the use and distribution of the Official Statement in connection with the offer and sale of the Series 2011 Bonds. At the time of or prior to the Closing Date (as defined below), the Underwriters shall file a copy of the Official Statement with the Municipal Securities Rulemaking Board.

(h) At 8:00 a.m., California time, on ________, 2011, or at such other time or on such other date as the Authority and the Underwriters mutually agree upon (the “Closing Date”), the Authority will deliver or cause to be delivered to the Underwriters, the duly executed Series 2011 Bonds (delivered through the book-entry system of The Depository Trust Company (“DTC”) (physical delivery of Series 2011 Bonds to be made to the Trustee, as agent of DTC under the Fast Automated Securities Transfer System), and at the offices of Fulbright & Jaworski L.L.P. (“Bond Counsel”), 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071, or at such other place as the Authority and the Underwriters shall have mutually agreed upon, the other documents mentioned herein. The Underwriters will accept such delivery and pay the purchase price(s) of the Series 2011 Bonds as set forth in subparagraph (a) above in immediately available funds (such delivery and payment being herein referred to as the “Closing”) payable to the order of the Trustee in an amount equal to $__________.

(i) The Underwriters agree to make a bona fide public offering of the Series 2011 Bonds at the initial offering prices set forth in the Official Statement and in Schedule I hereto, which prices may be changed from time to time by the Underwriters after such offering; provided that the Series 2011 Bonds may be offered and sold to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriters, at prices lower than such public offering prices and the Underwriters may effect transactions that stabilize or maintain the market price of the Series 2011 Bonds. The Authority hereby authorizes the Underwriters to use the Official Statement and each of the other Financing Documents and the information contained in each of the foregoing in connection with the public offering and sale of the Series 2011 Bonds.

2. Representations, Warranties and Agreements of the Authority. The Authority hereby represents, warrants and agrees with the Underwriters as follows:

(a) The Authority is and will be on the Closing Date a transit district duly organized and validly existing pursuant to the laws of the State of California (the “State”).
(b) The Authority has full legal right, power and authority under the Constitution of the State, the Santa Clara Valley Transportation Authority Act, being Part 12 of Division 10 of the Public Utilities Code of the State of California, Sections 100000, et seq. (the “Act”), all other applicable laws of the State, Ordinance No. NS-2 adopted on March 29, 1976, authorizing the 1976 Sales Tax to be levied and collected (the “Ordinance”), to adopt the resolution adopted on __________, 2011 authorizing the issuance of the Series 2011 Bonds, the delivery of the Preliminary Official Statement, and the execution and delivery of the Financing Documents, this Purchase Contract and the Official Statement (the “Bond Resolution”), to execute and deliver the Official Statement, to enter into the Financing Documents and this Purchase Contract and to sell, issue and deliver the Series 2011 Bonds to the Underwriters as provided herein; the Authority has duly authorized and has full legal right, power and authority to perform its obligations under the Ordinance, the Bond Resolution, the Financing Documents and this Purchase Contract, and, when executed and delivered by the respective parties thereto, each of the aforementioned documents and the Series 2011 Bonds will be the legal, valid and binding obligation of the Authority enforceable in accordance with its terms subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights from time to time in effect, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; the Authority has complied with, or will at the Closing Date be in compliance with, in all material respects material to this transaction, the Constitution, the Act, all other applicable laws of the State, the Ordinance, the terms of the Bond Resolution, the Series 2011 Bonds, the Financing Documents and this Purchase Contract.

(c) By all necessary official action, the Authority has duly enacted the Ordinance imposing the 1976 Sales Tax, and is in full force and effect and has not been amended, rescinded or modified in any way since such date.

(d) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations on its part contained in, the Financing Documents and the consummation by it of all other transactions contemplated by the Official Statement and this Purchase Contract.

(e) The execution and delivery of the Financing Documents to be executed by it, this Purchase Contract and the Official Statement, and compliance with the provisions on the Authority’s part contained herein and therein, will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Financing Documents.

(f) The Authority is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or
any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject (including, without limitation, the Ordinance, the Bond Resolution and the Financing Documents), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the levy and collection of the 1976 Sales Tax, the adoption of the Bond Resolution, the issuance and delivery of the Series 2011 Bonds and the execution and delivery of this Purchase Contract and the Financing Documents and compliance with the Authority’s obligations therein and herein will not in any material respect conflict with, violate or result in a breach of, or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such levy, collection, execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Financing Documents.

(g) As of the date hereof, no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the Authority’s knowledge, threatened against the Authority: (i) in any way affecting the existence of the Authority or in any way challenging the respective powers of the several offices or the titles of the officials of the Authority to such offices; or (ii) affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Series 2011 Bonds, the application of the proceeds of the sale of the Series 2011 Bonds, the proceedings authorizing and approving the 1976 Sales Tax, the levy or collection of the 1976 Sales Tax, or in any way contesting or affecting, as to the Authority, the validity or enforceability of the Act, the proceedings authorizing the 1976 Sales Tax, the Bond Resolution, the Series 2011 Bonds, the Financing Documents or this Purchase Contract, or contesting the powers of the Authority or its authority with respect to issuance of the Series 2011 Bonds, the adoption of the Bond Resolution, or the Ordinance, or the execution and delivery of the Financing Documents or this Purchase Contract, or contesting the power or authority to levy the 1976 Sales Tax or contesting the completeness or accuracy of the Preliminary Official Statement and the Official Statement, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or which might materially adversely affect the ability of the Authority to perform and satisfy its obligations under this Purchase Contract, the Financing Documents or the Series 2011 Bonds; nor to the best of the Authority’s knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act, the proceedings authorizing the 1976 Sales Tax, the Bond Resolution, the Financing Documents or this Purchase Contract or the performance by the Authority of its obligations thereunder, or the authorization, execution, delivery or performance by the Authority of the Series 2011 Bonds, the Bond Resolution, the Financing Documents or this Purchase Contract.

(h) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order to qualify the Series 2011 Bonds for offer and sale under the blue sky or other
securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and will use its best efforts to continue such qualification in effect so long as required for distribution of the Series 2011 Bonds; provided, however, that in no event shall the Authority be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject.

(i) The Preliminary Official Statement (other than information allowed to be omitted by Rule 15c2-12), as of its date and as of the date hereof, did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom information relating to DTC, the book-entry system, and information under the caption “UNDERWRITING” (collectively, the “Excluded Information”) as to which no representation is made).

(j) At all times upon the delivery thereof and subsequent to the date of delivery thereof (up to and including the Closing Date), the Official Statement (excluding therefrom the Excluded Information as to which no representation is made) did not, except as amended or supplemented pursuant to the terms hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(k) As of the date thereof and at all times subsequent thereto to and including the date which is 25 days following the End of the Underwriting Period (as such term is hereinafter defined) for the Series 2011 Bonds, the Official Statement (excluding therefrom the Excluded Information as to which no representation is made) did not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Series 2011 Bonds an event occurs, of which the Authority has knowledge, which might or would cause the information contained in the Official Statement (excluding the Excluded Information as to which no representation is made), as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which such information was presented, not misleading, the Authority will notify the Underwriters, and, if in the opinion of the Authority, the Underwriters or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will forthwith prepare and furnish to the Underwriters (at the expense of the Authority) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters). For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Series 2011 Bonds, the Authority will furnish such information with respect to itself as the Underwriters may from time to time reasonably request.

(m) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (l) hereof, at the time of each supplement or amendment
thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Series 2011 Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein, but excluding therefrom the Excluded Information as to which no representation is made) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading.

(n) After the Closing until the date which is 25 days after the End of the Underwriting Period for the Series 2011 Bonds, the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriters shall reasonably object in writing or which shall be disapproved by counsel for the Underwriters.

(o) As used herein and for the purposes of the foregoing, the term “End of the Underwriting Period” for the Series 2011 Bonds shall mean the earlier of (i) the Closing Date or (ii) the date on which the End of the Underwriting Period for the Series 2011 Bonds has occurred under Rule 15c2-12, as specified as such in a notice from the Underwriters stating the date which is the End of the Underwriting Period.

(p) Except as described in the Preliminary Official Statement and the Official Statement, the Authority has complied with all previous continuing disclosure undertakings required pursuant to Rule 15c2-12 for the past five years.

(q) The financial statements of, and other financial information regarding, the Authority in the Preliminary Official Statement and in the Official Statement fairly present the financial position and results of the Authority as of the dates and for the periods therein set forth. The financial statements of the Authority have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the Authority’s audited financial statements included in the Preliminary Official Statement and in the Official Statement.

(r) Prior to the Closing, the Authority will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Authority.

3. Conditions to the Obligations of the Underwriters.

The Underwriters hereby enter into this Purchase Contract in reliance upon the representations and warranties of the Authority contained herein and the representations and warranties of the Authority to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2011 Bonds shall
be subject, at the option of the Underwriters, to the accuracy in all material respects of the 
representations and warranties of the Authority contained herein as of the date hereof and as of 
the Closing Date, to the accuracy in all material respects of the statements of the officers and 
other officials of the Authority made in any certificate or other document furnished pursuant to 
the provisions hereof, to the performance by the Authority of its obligations to be performed 
hereunder and under the Financing Documents at or prior to the Closing Date, and also shall be 
subject to the following additional conditions:

(a) The Underwriters shall receive, within seven business days of the date hereof and 
not less than two business days before the Closing Date, whichever is earlier, copies of the 
Official Statement (including any amendments or supplements as have been approved by the 
Underwriters), in such reasonable quantity as the Underwriters shall have requested.

(b) At the Closing, the Financing Documents shall have been duly authorized, 
executed and delivered by the respective parties thereto, and the Official Statement shall have 
been duly authorized, executed and delivered by the Authority, all in substantially the forms 
heretofore submitted to the Underwriters, with only such changes as shall have been agreed to in 
writing by the Underwriters, and shall be in full force and effect; and there shall be in full force 
and effect such resolution or resolutions of the Board of Directors of the Authority as, in the 
opinion of Bond Counsel, shall be necessary or appropriate in connection with the transactions 
contemplated hereby.

(c) Subsequent to the date hereof, up to and including the Closing, there shall not 
have occurred any change in or particularly affecting the Authority, the Act, the Ordinance, the 
1976 Sales Tax, the Sales Tax Revenues or the Series 2011 Bonds as the foregoing matters are 
described in the Official Statement, which in the reasonable professional judgment of the 
Underwriters materially impairs the investment quality of the Series 2011 Bonds.

(d) Subsequent to the date hereof, up to and including the Closing, the California 
State Board of Equalization shall not have suspended or advised the Authority of suspension of 
the collection of the 1976 Sales Tax or the escrow of any proceeds thereof, and counsel to the 
Authority shall not have been advised of the suspension of the collection of the 1976 Sales Tax 
or the escrow of any proceeds thereof or have any question as to the validity of the 1976 Sales 
Tax.

(e) Between the date hereof and the Closing Date, the market price or marketability, 
at the initial offering price set forth in the Official Statement, of the Series 2011 Bonds shall not 
have been materially adversely affected, in the sole judgment of the Underwriters (evidenced by 
a written notice to the Authority terminating the obligation of the Underwriters to accept delivery 
of and make any payment for the Series 2011 Bonds), by reason of any of the following:

(i) any legislation that is (1) enacted by or introduced in Congress; (2) 
favorably reported for passage to either House of the Congress of the United States by 
yany Committee of such House to which such legislation has been referred for 
consideration; (3) recommended to the Congress for passage by the President of the 
United States or the Treasury Department; or (4) officially presented by any member of 
the Committee on Finance of the United States Senate or the Committee on Ways and
Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the Staff of such Committee or by the Staff of the Joint Committee on Taxation of the United States Congress, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2011 Bonds); (B) any decision rendered by a court established under Article III of the Constitution of the United States or the Tax Court of the United States, but only, however, if such decision is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Authority, its property or income, or the interest on its bonds or notes (including the Series 2011 Bonds); or (C) a final order, ruling, regulation or official statement issued or made (x) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by the holders of the Series 2011 Bonds, or upon such revenues or other income of the general character expected to be received by the Authority; or

(ii) the occurrence of any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to, in the sole judgment of the Underwriters, materially adversely affect the market price or marketability, at the initial offering prices set forth in the Official Statement and in Schedule I hereto, of the Series 2011 Bonds; or

(iii) the declaration of a general banking moratorium by federal, New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred, or the general suspension of trading or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required and be in force on the New York Stock Exchange on any national securities exchange by a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction; or

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2011 Bonds or obligations of the general character of the Series 2011 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters; or

(v) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed) or press release issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2011 Bonds, or the Series 2011 Bonds,
including any or all underlying arrangements, are not exempt from registration under the
Securities Act of 1933, as amended (the “Securities Act”), or that the Indenture is not
exempt from qualification under the Trust Indenture Act of 1939, as amended (the “Trust
Indenture Act”), or that the execution, offering or sale of obligations of the general
center of the Series 2011 Bonds, or of the Series 2011 Bonds, including any or all
underlying arrangements, as contemplated hereby or by the Official Statement, otherwise
is or would be in violation of the federal securities laws as amended and then in effect; or

(vi) any litigation shall be instituted or be pending at the Closing to restrain or
enjoin the issuance, sale or delivery of the Series 2011 Bonds, or in any way contesting or
affecting any authority for or the validity of the proceedings authorizing and approving
the 1976 Sales Tax or the rates, levy or collection thereof, the Series 2011 Bonds, the
Act, the Ordinance, the Bond Resolution, the Financing Documents or the existence or
powers of the Authority with respect to its obligations under the Financing Documents or
the Series 2011 Bonds; or

(vii) the withdrawal or downgrading of the Series 2011 Bonds by a national
rating agency or the placing of the Series 2011 Bonds on credit watch or under review of
any such rating agency that has assigned a rating to the Series 2011 Bonds; or

(viii) any event occurring, or information becoming known which, in the
judgment of the Underwriters, makes untrue in any material respect any statement or
information contained in the Official Statement, or has the effect of causing the Official
Statement to contain any untrue statement of a material fact or omit to state a material
fact necessary in order to make the statements therein, in the light of the circumstances
under which they were made, not misleading.

(f) At or prior to the Closing Date, the Underwriters shall have received the
following documents, in each case satisfactory in form and substance to the Underwriters:

(i) Two copies of the Eighth Supplemental Indenture and the Continuing
Disclosure Certificate, each duly executed and delivered by the respective parties thereto;

(ii) The approving opinion, dated the Closing Date and addressed to the
Authority, of Bond Counsel in substantially the form attached to the Official Statement as
Appendix G, and a letter of such counsel, dated the Closing Date and addressed to the
Underwriters to the effect that such opinion may be relied upon by the Underwriters to
the same extent as if such opinion were addressed to them;

(iii) The supplemental opinion, dated the Closing Date and addressed to the
Underwriters, of Bond Counsel, in substantially the form of Exhibit A hereto;

(iv) The opinion of the counsel for the Authority, dated the Closing Date and
addressed to the Underwriters and the Trustee, in substantially the form of Exhibit B
hereto;
(v) The opinion, dated the Closing Date and addressed to the Underwriters and the Authority of Dorsey & Whitney LLP, as counsel to the Trustee, in substantially the form of Exhibit C hereto;

(vi) The opinion, dated the Closing Date and addressed to the Authority and the Underwriters, of Fulbright & Jaworski L.L.P., as disclosure counsel to the Authority ("Disclosure Counsel") to the effect that based upon their participation in the preparation of the Preliminary Official Statement and Official Statement and upon the information made available to them in the course of the foregoing, but without having undertaken to determine or verify independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, as of the date Closing Date no facts have come to the attention of the personnel directly involved in rendering legal advice and assistance in connection with the preparation of the Preliminary Official Statement and the Official Statement that causes them to believe that (a) the Preliminary Official Statement as of its date or as of ________, 2011 contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except for the description of any claim or litigation, any information relating to The Depository Trust Company, Cede & Co., the book-entry system, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein, and information in Appendices B and F, as to all of which no view need be expressed), and except for such information as is permitted to be excluded from the Preliminary Official Statement pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, including but not limited to information as to pricing, yields, interest rates, maturities, amortization, redemption provisions, debt service requirements, underwriter’s discount and CUSIP, or (b) the Official Statement as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the description of any claim or litigation, any information relating to The Depository Trust Company, Cede & Co., the book-entry system, forecasts, projections, estimates, assumptions and expressions of opinions and the other financial and statistical data included therein and information in Appendices B and F, as to all of which no view need be expressed).

(vii) The opinion, dated the Closing Date and addressed to the Underwriters, of __________________________, _____, California, counsel for the Underwriters ("Underwriters’ Counsel") in form and substance satisfactory to the Underwriters;

(viii) A certificate or certificates, dated the Closing Date, signed by a duly authorized official of the Authority satisfactory to the Underwriters, in form and substance satisfactory to the Underwriters, to the effect that, to the best of such official’s knowledge, (i) the representations and warranties of the Authority contained in this Purchase Contract are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) no event affecting the Authority has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information
contained in the Official Statement (excluding the Excluded Information) or has the effect of causing the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements and information therein, in light of the circumstances under which they were made not misleading; (iii) the Bond Resolution, the Indenture and the Series 2011 Bonds conform in all material respects to the descriptions thereof in the Official Statement; (iv) none of the Authority’s proceedings or authority for the issuance, sale, execution and delivery of the Series 2011 Bonds, or the execution and delivery of the Indenture, or the execution and adoption of the Bond Resolution as described in the Preliminary Official Statement and the Official Statement has been repealed, modified, amended, revoked or rescinded; (v) no approval, permit, consent or authorization of any governmental or public agency, authority or person having jurisdiction over the Authority not already obtained and no proceedings not already had are required in connection with (A) the issuance and sale of the Series 2011 Bonds, (B) the execution and delivery by the Authority of, or the performance by it of its obligations under, the Series 2011 Bonds, the Indenture and the Bond Resolution or (C) except as contemplated by the Official Statement, the issuance and sale of the Series 2011 Bonds or the application of the proceeds of the sale thereof; (vi) there is no material adverse change in the condition or affairs of the Authority that would make it unreasonable for the purchaser of the Series 2011 Bonds to rely upon the Official Statement in connection with the resale of the Series 2011 Bonds, and the purchaser of the Series 2011 Bonds is hereby authorized to distribute copies of the Official Statement in connection with the resale of the Series 2011 Bonds; and (vii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof with respect to the issuance of the Series 2011 Bonds;

(ix) A certificate, dated the Closing Date, signed by a duly authorized official of the Trustee (hereinafter in this paragraph (ix) referred to as the “Bank”), satisfactory in form and substance to the Underwriters, to the effect that:

(A) The Bank is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Indenture;

(B) The Bank is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture;

(C) The execution and delivery of the Bond Documents and compliance with the provisions on the Bank’s part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Bank is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Bank pursuant to the
Indenture, under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Indenture;

(D) To the best of the knowledge of the Bank, it has not been served with any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Bank, as such but not in its individual capacity, affecting the existence of the Bank, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the collection of Sales Tax Revenues to be applied to pay the principal, premium, if any, and interest on the Series 2011 Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Indenture, or contesting the powers of the Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Indenture;

(x) A Certificate, dated the Closing Date, signed by an authorized representative of Ross Financial, in form and substance satisfactory to the Representative, to the effect that no information come to such representative’s attention, which gives such representative reason to believe that the statements and information under the caption “PLAN OF REFUNDING” contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(xi) Two copies of the Official Statement, executed on behalf of the Authority by an authorized representative thereof;

(xii) A certified copy of the Ordinance, together with the evidence of the results of the March 2, 1976 election;

(xiii) Evidence of signature authority and incumbency of the Trustee;

(xiv) A certified copy of the Bond Resolution of the Authority authorizing the execution and delivery of the Financing Documents, the Official Statement and this Purchase Contract;

(xv) A copy of the executed Agreement for State Administration of Transactions and Use Tax, between the Authority and the California State Board of Equalization, including all amendments thereto, and a letter of instructions from the Authority to the California State Board of Equalization regarding deposit of 1976 Sales Tax receipts with the Trustee;

(xvi) Evidence that any ratings described in the Official Statement are in full force and effect as of the Closing Date;

(xvii) Reserved;
(xviii) The opinion of Bond Counsel and any other certificates that may be required pursuant to Section 3.03 of the Indenture;

(xix) A defeasance opinion of Bond Counsel addressed to trustee of the Refunded Bonds and the Underwriters in a form satisfactory to the Underwriters;

(xx) Reserved.

(xxi) A copy of the Blanket Letter of Representation to DTC relating to the Series 2011 Bonds signed by DTC and the Authority;

(xxii) A tax certificate by the Authority in form and substance acceptable to Bond Counsel and the Underwriters;

(xxiii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters, Underwriters’ Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations of the Authority herein and of the statements and information contained in the Official Statement, and the due performance or satisfaction by the Authority and the Trustee at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by any of them in connection with the transactions contemplated hereby and by the Financing Documents.

If the Authority shall be unable to satisfy the conditions to the Underwriters’ obligations contained in this Purchase Contract or if the Underwriters’ obligations shall be terminated for any reason permitted herein, all obligations of the Underwriters hereunder may be terminated by the Underwriters at, or at any time prior to, the Closing Date by written notice to the Authority and neither the Underwriters nor the Authority shall have any further obligations hereunder.

4. Expenses.

All expenses and costs incident to the authorization, execution, delivery and sale of the Series 2011 Bonds to the Underwriters, including the costs of printing of the Series 2011 Bonds, the Official Statement, the cost of duplicating the Financing Documents, the fees of accountants, consultants and rating agencies, the initial fees of the Trustee and the Dissemination Agent and their counsel in connection with the execution and delivery of the Series 2011 Bonds and the fees and expenses of Bond Counsel, shall be paid from the proceeds of the Series 2011 Bonds. In the event that the Series 2011 Bonds for any reason are not issued, or to the extent proceeds of the Series 2011 Bonds are insufficient or unavailable therefor, any fees, costs and expenses owed by the Authority to the Trustee, which otherwise would have been paid from the proceeds of the Series 2011 Bonds, shall be paid by the Authority. All out-of-pocket expenses of the Underwriters, including traveling and other expenses, including those associated with the California Debt and Investment Advisory Commission fee, the costs of preparation of any blue sky and legal investment surveys prepared by Underwriters’ Counsel and the fees and expenses of Underwriters’ Counsel, shall be paid by the Underwriters.

The Authority shall pay for expenses (included in the expense component of the underwriting spread) incurred on behalf of the Authority’s employees which are incidental to
implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. Additionally, and as a convenience to the Authority, the Underwriters may, from time to time, make arrangements for certain items and advance certain costs for which the Authority is responsible hereunder, such as printing of the Preliminary Official Statement and the Official Statement, entertainment, meals, lodging and travel arrangements for the Authority’s representatives, in connection with the transaction for which it will be reimbursed from the Underwriters’ discount.

5. Notices.

Any notice or other communication to be given to the parties to this Purchase Contract may be given by delivering the same in writing to the respective party at the following address:

Underwriters: [TO COME]

Authority: Santa Clara Valley Transportation Authority
3331 North First Street, Building
San Jose, California 95134
Attention: Chief Financial Officer


The representations and warranties of the Authority set forth in or made pursuant to this Purchase Contract shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriters and regardless of delivery of and payment for the Series 2011 Bonds.

7. Effectiveness.

This Purchase Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by a duly authorized officer of the Authority and shall be valid and enforceable as of the time of such acceptance.

8. Execution in Counterparts.

This Purchase Contract may be executed in counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.
If the above terms are acceptable, please cause a duly authorized officer of the Authority to execute the acceptance below.

Very truly yours,

___________________, as Representative of the Underwriters

____________________________

ACCEPTED:

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: ______________________________
Title: Chief Financial Officer
SCHEDULE I

MATURITY SCHEDULE

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS,
2011 SERIES A

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<th>Maturity (June 1)</th>
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<th>Interest Rate (%)</th>
<th>Yield (%)</th>
<th>Price (%)</th>
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EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

________, 2011

as Representative of the Underwriters
San Francisco, California

Santa Clara Valley Transportation Authority
Sales Tax Revenue Refunding Bonds, 2011 Series A
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to you, as the representative of the underwriters (the “Underwriters”), pursuant to Section 3(f)(iii) of the Purchase Contract, dated ________, 2011 (the “Purchase Contract”), between you and the Santa Clara Valley Transportation Authority (the “Authority”), providing for the purchase of $__________ aggregate principal amount of Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “2011 Series A Bonds”). The 2011 Series A Bonds are being issued pursuant to an Indenture, dated as of November 1, 1997 (the “Original Indenture”), by and between the Authority, as successor to the District, and U.S. Bank National Association, as successor to First Trust of California, National Association, as trustee (the “Trustee”), and a Eighth Supplemental Indenture, dated as of October 1, 2011 (the “Eighth Supplemental Indenture”), by and between the Authority and the Trustee. The Original Indenture is also as amended and supplemented by the First Supplemental Indenture, dated as of November 1, 1997, the Second Supplemental Indenture, dated as of May 1, 2001, the Third Supplemental Indenture, dated as of November 1, 2003, the Fourth Supplemental Indenture, dated as of July 1, 2005, and the Fifth Supplemental Indenture, dated as of June 1, 2005, a Sixth Supplemental Indenture, dated as of May 1, 2007, a Seventh Supplemental Indenture, dated as of June 1, 2008, each between the Authority and the Trustee and, together with the Eighth Supplemental Indenture, is collectively referred to herein as the “Indenture.” The 2011 Series A Bonds are being issued to refund the Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A and the Santa Clara Valley Transportation Authority Junior Lien Sales Tax Revenue Bonds, 2000 Series A (together, the “Refunded Bonds”). Capitalized terms used and otherwise not defined herein shall have the meanings set forth in the Purchase Contract.

In addition to the opinions set forth in our final legal opinion (the “Bond Opinion”) concerning the validity of the 2011 Series A Bonds and certain other matters, dated the date hereof and addressed to the Authority (but which may be relied upon by you to the same extent as if such opinion were addressed to you), and based on and subject to the matters referred to in such Bond Opinion (which are hereby incorporated herein by reference), and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:
1. The Purchase Contract has been duly executed and delivered by the Authority and, assuming due authorization, execution and delivery by and validity against the Underwriters, is a legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally and that the enforceability of the Purchase Contract is subject to the effect of general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

2. The 2011 Series A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

3. The statements contained in the Official Statement (excluding therefrom financial, demographic and statistical data; forecasts, projections, estimates, assumptions and expressions of opinions; statements relating to DTC, Cede & Co. and the operation of the book-entry system; as to all of which we express no view) under the captions “THE 2011 SERIES A BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE 2011 SERIES A BONDS,” “TAX MATTERS” and “CONTINUING DISCLOSURE” and in “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE,” insofar as such statements purport to summarize certain provisions of the Indenture, the Continuing Disclosure Certificate, and our opinion concerning certain federal tax matters relating to the 2011 Series A Bonds, are accurate in all material respects.

This letter is delivered to you as the Underwriter of the 2011 Series A Bonds and is solely for your benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person.
This letter is furnished by us as bond counsel to the Authority. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Bonds or by virtue of this letter. Our engagement with respect to the Bonds has concluded with their issuance. We disclaim any obligation to update this letter. This letter is delivered to you as representative of the Underwriters of the Bonds, is solely for your and their benefit as such Underwriters and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,
EXHIBIT B

FORM OF OPINION OF THE COUNSEL FOR THE AUTHORITY

November __, 2010

__________, as representative
of the underwriters identified in the Purchase Contract
______, California

U.S. Bank National Association
Los Angeles, California

Santa Clara Valley Transportation Authority
Sales Tax Revenue Refunding Bonds, 2011 Series A

Ladies and Gentlemen:

This opinion is delivered to the addressees hereof in connection with the issuance of $__________ aggregate principal amount of Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”) issued by the Santa Clara Valley Transportation Authority (the “Authority”) under and by authority in the Santa Clara Valley Transportation Authority Act, Part 12 of Division 10 (Section 100000 et seq.) of the California Public Utilities Code and Chapter 6 of Part 1 of Division 2 of Title 5 (Section 54300 et seq.) of the California Government Code as referenced in said Santa Clara Valley Transportation Authority Act (collectively, the “Act”). The Bonds are issued pursuant to the provisions of an Indenture, dated as of November 1, 1997, between the Authority and U.S. Bank National Association, as successor to First Trust of California, National Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture, dated as of November 1, 1997, a Second Supplemental Indenture, dated as of May 1, 2001, a Third Supplemental Indenture, dated as of November 1, 2003, a Fourth Supplemental Indenture, dated as of July 1, 2005, a Fifth Supplemental Indenture, dated as of June 1, 2005, a Sixth Supplemental Indenture, dated as of May 1, 2007, a Seventh Supplemental Indenture, dated as of June 1, 2008, and an Eighth Supplemental Indenture, dated as of October 1, 2011 (hereinafter collectively referred to as the “Indenture”), between the Authority and the Trustee. I am rendering this opinion pursuant to Section 3(f)(iv) of the Purchase Contract, dated ________, 2011 (the “Purchase Contract”), between ____________, acting on behalf of itself and the other underwriters of the Bonds identified therein (collectively, the “Underwriters”), and the Authority. All capitalized terms used herein have the meaning stated in the Indenture or the Purchase Contract.

In my capacity as general counsel to the Authority, I have examined the Bonds, the Ordinance, Resolution No. _______, adopted by the Board of Directors of the Authority on ________, 2011 (the “Bond Resolution”), the Indenture, the Continuing Disclosure Certificate, dated the date hereof (the “Continuing Disclosure Certificate”), executed by the Authority, the Purchase Contract, the Act, certifications of the Authority and others as to certain factual matters, and such other documents, opinions and matters deemed necessary by me to render the
opinions set forth herein. In reviewing the documents and matters referred to above, I have assumed the genuineness of all signatures thereto (other than signatures of officials of the Authority), and I have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified therein, and the due and legal execution of such documents and certificates by, and the validity thereof against, any party other than the Authority. In addition, I call attention to the fact that the rights and obligations under the Bonds, the Bond Resolution, the Financing Documents and the other documents executed in connection with the Bonds, and the enforceability thereof, are subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium and other similar laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. I express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in documents mentioned in the preceding sentence.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof and under existing law, I am of the following opinions:

1. The Authority is duly organized and validly existing under the Constitution and laws of the State of California.

2. The adoption of the Bond Resolution, the execution of the Indenture, the Continuing Disclosure Certificate and the Purchase Contract (hereinafter collectively referred to as the “Financing Documents”) by the Authority, the issuance of the Bonds and compliance by the Authority with the provisions and covenants thereof, will not conflict with or constitute a breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the Authority is subject as of the date of this opinion, and the Authority had and has the power and authority under the Constitution and laws of the State to levy and collect the 1976 Sales Tax and pledge the 1976 Sales Tax Revenues to the payment of the Bonds.

3. Except as disclosed in the Preliminary Official Statement, dated __________, 2011 (the “Preliminary Official Statement”) and the Official Statement, dated __________, 2011 (the “Official Statement”), relating to the Bonds, no litigation or other proceedings are pending or, to the best of my knowledge after due inquiry with respect thereto, threatened in any court or other tribunal of competent jurisdiction, State or federal, in any way (i) restraining or enjoining the issuance, sale or delivery of any of the Bonds or (ii) questioning or affecting the validity of the Ordinance, the Bond Resolution, the Bonds, the Financing Documents, the pledge by the Authority of the 1976 Sales Tax Revenues or other security provided under the Indenture or (iii) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Bonds or (iv) questioning or affecting (A) the organization or existence of the Authority or the title to office of the officers thereof, or (B) the power or authority of the Authority to levy and collect the 1976 Sales Tax.

4. The preparation and distribution of the Preliminary Official Statement relating to the Bonds has been duly authorized by the Authority.
5. The Official Statement has been duly authorized, executed and delivered for distribution in connection with the sale of the Bonds.

6. The Authority had and has lawful authority under the Constitution of the State and the Act to adopt the Bond Resolution and to authorize and issue the Bonds, and the Bond Resolution was duly adopted at a meeting of the governing body of the Authority, which was called and held pursuant to law and with all required notices and in accordance with all applicable open meetings laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution.

7. The Financing Documents and the Purchase Contract have been duly authorized, executed and delivered by, and constitute valid and legally binding obligations of, the Authority enforceable in accordance with their respective terms.

8. The Bonds have been duly authorized and issued by the Authority and constitute valid limited obligations of the Authority payable from Sales Tax Revenues and other legally available funds, as provided in the Indenture.

9. Without having undertaken to determine independently the accuracy, completeness or fairness of the information or statements contained in the Preliminary Official Statement and in the Official Statement, to my knowledge, (a) the information contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Contract (excluding therefrom the Excluded Information and the information set forth under the captions “Tax Matters” and Appendices B, C, D, E, F and G, as to which no opinion is expressed) did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, and (b) the information contained in the Official Statement as of its date and as of the date hereof (excluding therefrom the Excluded Information and the information set forth under the captions “Tax Matters” and Appendices B, C, D, E, F and G, as to which no opinion is expressed) does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading. No responsibility is undertaken or view expressed with respect to any other disclosure document, materials or activity, or as to any information from another document or source referred to by or incorporated by reference in the Preliminary Official Statement or the Official Statement.

I am an attorney admitted to practice in the State of California and, in rendering the opinions expressed herein, I have not passed upon the laws of any jurisdiction other than the State of California and the United States of America.
This opinion is delivered to each of the parties listed above and is solely for the benefit of each of such parties. Accordingly, this opinion may not be relied upon nor used, circulated, quoted or otherwise referred to for any other purpose without, in each instance, my prior written consent; provided, however, that this opinion may be included in the transcript of closing documents prepared in connection with this transaction. This opinion is limited to the matters expressly set forth, and no other opinion shall be inferred beyond the matters expressly stated. In addition, I specifically express no opinion as to the status of the Bonds or the interest thereon under any federal securities laws or any state securities or “Blue Sky” law or any federal, state or local tax law.

Very truly yours,
Ladies and Gentlemen:

We have acted as special counsel to U.S. Bank National Association (the “Bank”), in connection with (i) the Indenture, dated as of November 1, 1997, by and between the Santa Clara Valley Authority (the “Authority”), formerly known as the Santa Clara County Transit District and the Bank (as supplemented and amended, the “Indenture”), as trustee thereunder (in such capacity, the “Trustee”) and (ii) the issuance of $ aggregate principal amount of Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”). This opinion is delivered to you pursuant to Section 3(f)(v) of the Purchase Contract (the “Purchase Contract”), dated , 2011, by and between the Authority and , as Representative of the Underwriters identified therein.

As such counsel, we have examined among other things, the Indenture, the Articles of Association and Bylaws of the Bank, and such matters of fact and questions of law as we have considered appropriate for purposes of this opinion letter.

As to facts material to the opinions, statements and assumptions expressed herein, we have, with your consent, relied upon oral or written statements and representations of officers and other representatives of the Bank and others and other sources believed by us to be reliable, and have not undertaken to independently verify the accuracy of factual matters represented or certified in such documents and statements. In rendering our opinions, we have assumed the genuineness of all signatures other than the signatures of the Bank on original or certified copies, the authenticity of documents, certificates and records submitted to us as originals, the conformity to original or certified copies of all copies submitted to us as certified or reproduction copies, the legal capacity of all natural persons executing documents, certificates and records, and the completeness and accuracy as of the date of this opinion letter of the information contained in such documents, certificates and records.
We are opining herein as to the effect on the subject transaction only of the federal laws of the United States and the internal laws of the State of California, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

(1) The Bank is a national banking association duly organized and existing under the laws of the United States of America with full corporate power to enter into and undertake the duties and obligations of the Trustee under the Indenture and to deliver and authenticate the Bonds.

(2) The Bank has duly authorized, executed and delivered the Indenture and, assuming due authorization, execution and delivery by the other parties thereto, such document constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance, and other similar laws affecting the rights and remedies of creditors generally, and by the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, whether considered in a proceeding at law or in equity.

(3) The Trustee has duly authenticated the Bonds.

This letter is issued to and for the sole benefit of the above addressees and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressees may rely upon this letter without our express prior written consent. This letter may not be utilized by you for any other purpose whatsoever and may not be quoted by you without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason.

Very truly yours,
NEW ISSUE—BOOK-ENTRY ONLY

In the opinion of Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with the tax covenants described herein, interest on the 2011 Series A Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 from the gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. It is also the opinion of Bond Counsel that under existing law interest on the 2011 Series A Bonds is exempt from personal income taxes of the State of California. See, however, “TAX MATTERS” herein.

$[60,000,000]*
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS
2011 SERIES A

Dated: Date of Delivery

The $[60,000,000] Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “2011 Series A Bonds”) are being issued by the Santa Clara Valley Transportation Authority (the “Authority”) pursuant to an Indenture, dated as of November 1, 1997 (as supplemented, the “Indenture”), between the Authority and U.S. Bank National Association, as trustee (the “Trustee”), to refund the Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A and the Santa Clara Valley Transportation Authority Junior Lien Sales Tax Revenue Bonds, 2000 Series A (together, the “Refunded Bonds”), which are currently outstanding in the aggregate principal amount of $64,595,000, and to pay certain costs of issuing the 2011 Series A Bonds. The Santa Clara Valley Transportation Authority was formerly known as the Santa Clara County Transit District.

Interest on the 2011 Series A Bonds will be payable on June 1 and December 1 of each year, commencing December 1, 2011. The Bonds will be issued as fully registered bonds, without coupons, in the denomination of $5,000 or any integral multiple thereof. The 2011 Series A Bonds will be registered in the name of Cede & Co., as holder of the 2011 Series A Bonds and nominee for The Depository Trust Company, New York, New York (“DTC”). Purchasers will not receive physical certificates representing their interest in the 2011 Series A Bonds purchased. The principal or redemption price or interest on the 2011 Series A Bonds is payable by wire transfer to DTC which, in turn, will remit such principal, redemption price or interest to the DTC Participants for subsequent disbursement to the beneficial owners of the 2011 Series A Bonds. See APPENDIX E – “BOOK-ENTRY SYSTEM” herein.

The 2011 Series A Bonds are subject to optional redemption prior to maturity as more fully described herein. See “THE 2011 SERIES A BONDS – Redemption” herein.

The 2011 Series A Bonds are limited obligations of the Authority secured solely by a pledge of sales tax revenues derived from the imposition in the County of Santa Clara (the “County”) of a one-half of one percent retail transactions and use tax authorized in 1976 (the “1976 Sales Tax”), less certain administrative fees paid to the California State Board of Equalization, as described herein, and certain amounts held by the Trustee under the Indenture. The 1976 Sales Tax was approved by the electorate of the County in 1976 and does not expire. The 2011 Series A Bonds are being issued on a parity with certain other bonds and obligations of the Authority. See “SECURITY AND SOURCES OF PAYMENT FOR THE 2011 SERIES A BONDS” herein.


This cover page contains certain information for general reference only. It is not a summary of the security or terms of this issue. Investors must read the entire Official Statement to obtain information essential to make an informed investment decision with respect to the 2011 Series A Bonds.

BIDS FOR THE PURCHASE OF THE 2011 SERIES A BONDS WILL BE RECEIVED BY THE AUTHORITY UNTIL ___ : ___ A.M. CALIFORNIA TIME ON SEPTEMBER ___, 2011 UNLESS POSTPONED OR CANCELLED AS SET FORTH IN THE OFFICIAL NOTICE INVITING BIDS.

The 2011 Series A Bonds were sold by competitive sale on September ___, 2011. The 2011 Series A Bonds are offered when, as and if issued and accepted by ______________, as the Underwriter, subject to the approval as to legality by Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel to the Authority. Certain legal matters will be

* Preliminary, subject to change.

55725768.4
passed on for the Authority by the Authority’s General Counsel and for the Authority by Fulbright & Jaworski L.L.P., Los Angeles, California, as Disclosure Counsel. It is anticipated that the 2011 Series A Bonds will be available for delivery through the facilities of DTC on or about October __, 2011.

Dated: September __, 2011
$60,000,000*
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS
2011 SERIES A

MATURITY SCHEDULE

<table>
<thead>
<tr>
<th>Maturity Date (June 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Price or Yield (CUSIP) †</th>
</tr>
</thead>
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* Preliminary, subject to change.
† CUSIP is a registered trademark of the American Bankers Association. CUSIP data on the cover hereof and herein is provided by CUSIP Global Services, managed by Standard & Poor’s Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the Authority, the Trustee or Ross Financial, the Financial Advisor to the Authority, is responsible for the selection or correctness of the CUSIP numbers set forth herein.
No dealer, broker, salesperson or other person has been authorized by the Santa Clara Valley Transportation Authority (the “Authority”) to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2011 Series A Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. This Official Statement is not to be construed as a contract with the purchasers of the 2011 Series A Bonds. Statements contained in this Official Statement that involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

The information set forth herein has been obtained from the Authority and other sources believed to be reliable. The information and expressions of opinions herein are subject to change without notice and neither delivery of the Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof. All summaries contained herein of the Indenture (as defined herein) or other documents are made subject to the provisions of such documents and do not purport to be complete statements of any or all of such provisions. All statements made herein are made as of the date of this document by the Authority except statistical information or other statements where some other date is indicated in the text.
FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “budget” or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will meet the forecasts of the Authority in any way. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when any of its expectations, or events, conditions or circumstances on which such statements are based occurs.
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

Board of Directors
Margaret Abe-Koga, Chairperson
Xavier Campos
Rose Herrera
Ash Kalra
Liz Kniss
Rich Larsen

Ken Yeager, Vice Chairperson
Sam Liccardo
Chris Moylan
Chuck Page
Chuck Reed
Perry Woodward

Dave Cortese, Ex-Officio, Commissioner of Metropolitan Transportation Commission representing Santa Clara County

Alternate Board Members
Marshall Anstandig
Jamie Matthews
Pete McHugh
Nancy Pyle
George Shirakawa

Administrative Staff
Michael Burns, General Manager
Kevin Allmand, General Counsel
Sandra Weymouth, Secretary of the Board
Greta Helm, Chief External Affairs Officer
Carolyn Gonot, Chief Silicon Valley Rapid Transit Project Program Officer
Bill Lopez, Chief Administrative Officer
Gary Miskell, Chief Information Officer
John Ristow, Chief Congestion Management Agency Officer
Mark Robinson, Chief Engineering and Construction Officer
Joseph Smith, Chief Financial Officer
Donald Smith, Chief Operations Officer

SPECIAL SERVICES

Financial Advisor
Ross Financial
San Francisco, California

Bond Counsel and Disclosure Counsel
Fulbright & Jaworski L.L.P.
Los Angeles, California

Trustee
U.S. Bank National Association
San Francisco, California
MAP OF SERVICE AREA
[GRAPHIC]
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OFFICIAL STATEMENT

$[60,000,000]^
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
SALES TAX REVENUE REFUNDING BONDS
2011 SERIES A

INTRODUCTION

General

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering by the Santa Clara Valley Transportation Authority (the “Authority”) of $[60,000,000]* in aggregate principal amount of its Sales Tax Revenue Refunding Bonds, 2011 Series A (the “2011 Series A Bonds”). A full review should be made of the entire Official Statement, including the cover page and attached appendices. The offering of the 2011 Series A Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance

The 2011 Series A Bonds are being issued by the Authority under and pursuant to the Santa Clara Valley Transportation Authority Act, being Sections 100000 et seq. of the California Public Utilities Code, and the provisions of the Revenue Bond Law of 1941, being Section 54300 et seq. of the California Government Code as referenced in the Santa Clara Valley Transportation Authority Act (collectively, the “Act”), and the Indenture, dated as of November 1, 1997, between the Authority and U.S. Bank National Association, as successor to First Trust of California, National Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture, dated as of November 1, 1997, a Second Supplemental Indenture, dated as of May 1, 2001, a Third Supplemental Indenture, dated as of November 1, 2003, a Fourth Supplemental Indenture, dated as of July 1, 2005, a Fifth Supplemental Indenture, dated as of June 1, 2005, a Sixth Supplemental Indenture, dated as of May 1, 2007, a Seventh Supplemental Indenture, dated as of June 1, 2008, and an Eighth Supplemental Indenture, dated as of October 1, 2011 (together, the “Indenture”), between the Authority and the Trustee.

Purpose and Application of Proceeds

The 2011 Series A Bonds are being issued to refund the Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A and the Santa Clara Valley Transportation Authority Junior Lien Sales Tax Revenue Bonds, 2000 Series A (together, the “Refunded Bonds”), which are currently outstanding in the aggregate principal amount of $64,595,000. On January 1, 2000, the Santa Clara County Transit District’s name was changed to the Santa Clara Valley Transportation Authority. In addition, a portion of the proceeds of the

* Preliminary, subject to change.
2011 Series A Bonds will be applied to pay certain costs of issuing the 2011 Series A Bonds. See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Security

The 2011 Series A Bonds are limited obligations of the Authority secured by a pledge of sales tax revenues (the “1976 Sales Tax Revenues”) derived from a one-half of one percent (0.5%) retail transactions and use tax (the “1976 Sales Tax”), imposed in accordance with the Act and the California Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 et seq.), net of an administrative fee paid to the California State Board of Equalization (the “Board of Equalization”) in connection with the collection and disbursement of the 1976 Sales Tax. The 1976 Sales Tax was approved by a majority of the electorate of the County of Santa Clara (the “County”) voting on the ballot measure by special election in 1976 and does not expire. The 2011 Series A Bonds are further secured by a pledge of certain amounts held by the Trustee under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Pledge of 1976 Sales Tax Revenues and Certain Amounts Held by Trustee” herein.

The 2011 Series A Bonds are secured by the 1976 Sales Tax Revenues on a parity basis with:

- the Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2007 Series A (the “2007 Series Bonds”), $22,685,000 in aggregate principal amount of which are currently outstanding;

- the Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2008 Series A, 2008 Series B and 2008 Series C (collectively, the “2008 Series Bonds”), $164,880,000 in aggregate principal amount of which are currently outstanding; and

- regularly scheduled payments to be made by the Authority pursuant to three interest rate swap agreements relating to the 2008 Series Bonds (the “Swap Agreements”).

The 2007 Series Bonds, the 2008 Series Bonds and the Swap Agreements are hereinafter referred to as the “Existing 1976 Senior Lien Obligations.” See “OUTSTANDING 1976 SALES TAX OBLIGATIONS” herein.

Additional Bonds and other obligations secured by a pledge of the 1976 Sales Tax Revenues on a parity with the 2011 Series A Bonds and the Existing 1976 Senior Lien Obligations may hereafter be issued or incurred. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds and Parity Debt” herein. The Existing 1976 Senior Lien Obligations, the 2011 Series A Bonds and any additional bonds hereafter authorized by, and at any time Outstanding under, the Indenture are referred to collectively herein as the “Bonds.”
Limited Obligations


References

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document, copies of which are available for inspection at the offices of the Authority. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

THE AUTHORITY

The Authority is an independent public agency responsible for bus and light rail operations in the County, regional commuter and inter-city rail service, ADA paratransit service, congestion management, specific highway improvement and other transportation projects, and countywide transportation planning and funding. A map showing the Authority’s bus and rail transit service area is set forth on the page prior to the table of contents of this Official Statement. The Authority (then known as the Santa Clara County Transit District) was created in 1972 pursuant to the Santa Clara County Transit District Act. Prior to January 1, 1995, the County Board of Supervisors served as the Board of Directors of the Authority. Effective January 1, 1995, pursuant to State legislation, the Authority has operated under a separate Board of Directors composed of representatives of the County and cities within the County. On January 1, 2000, pursuant to State legislation, the Authority’s name was officially changed from the Santa Clara County Transit District.

For a more complete description of the Authority and its operations see APPENDIX A – “SANTA CLARA VALLEY TRANSPORTATION AUTHORITY.”

THE 2011 SERIES A BONDS

General

The 2011 Series A Bonds will be dated their date of delivery, will bear interest at the rates and will mature on the dates set forth on the inside cover of this Official Statement. Interest on the 2011 Series A Bonds shall be payable on December 1, 2011 and semiannually thereafter on June 1 and December 1 of each year by check mailed by first class mail or, as provided in Indenture and upon the written request of any Owner of $1,000,000 or more in aggregate principal amount of Bond Obligation who has provided the Trustee with wire transfer
instructions, by wire transfer on each interest payment date to the Owner thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding such interest payment date. Interest on the 2011 Series A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The 2011 Series A Bonds will be issued in fully registered form without coupons and will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as the securities depository for the 2011 Series A Bonds. The term “Owner” as used herein shall refer to DTC as the registered owner of the Bonds. Purchases of the 2011 Series A Bonds are to be made in book-entry only form in the principal amount of $5,000 or any integral multiple thereof. See APPENDIX F – “BOOK-ENTRY SYSTEM.”

Redemption

Optional Redemption. The 2011 Series A Bonds maturing on or before June 1, 2021 shall not be subject to redemption prior to their respective stated maturities. The 2011 Series A Bonds maturing on or after June 1, 2022 shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part on any date (by such maturities as may be specified by the Authority and by lot within a maturity), on or after June 1, 2021 at the principal amount of 2011 Series A Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

Selection of Bonds for Redemption. Whenever less than all of the Outstanding 2011 Series A Bonds are to be redeemed on any one date pursuant to the optional redemption provisions of the Indenture, the Trustee shall select the 2011 Series A Bonds to be redeemed among different maturity dates as directed in a Request of the Issuer delivered to the Trustee. Whenever less than all of the Outstanding 2011 Series A Bonds of the same maturity (and interest rate) are to be redeemed on any one date pursuant to the optional redemption provisions of the Indenture, the Trustee shall select the 2011 Series A Bonds to be redeemed in minimum denominations of $5,000, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair.

Notice of Redemption. Notice of redemption shall be mailed by the Trustee, not less than fifteen (15) nor more than sixty (60) days prior to the redemption date, (i) to the respective Owners of any 2011 Series A Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee by first class mail, (ii) to the Securities Depositories by registered or certified mail, return receipt requested, or by some other confirmable delivery method, and (iii) to the MSRB’s Electronic Municipal Market Access system. Notice of redemption shall be given in the form and in accordance with the terms of the Indenture. The Trustee shall mail an additional copy of such notice of redemption to any Owner who has not surrendered such Owner’s Bonds called for redemption within 60 days after the redemption date.

The Authority shall have the right to rescind any notice of optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not or will not be available on the date fixed for redemption for the payment in full of the 2011 Series A Bonds then called for redemption, and neither the lack of available funds nor such cancellation shall constitute an
Event of Default. The Authority and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of notice of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

**Partial Redemption of Bonds.** Upon surrender of any 2011 Series A Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new 2011 Series A Bond of authorized denominations, and of the same maturity and interest rate, equal in aggregate principal amount to the unredeemed portion of the 2011 Series A Bond surrendered.

**Effect of Redemption.** Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the 2011 Series A Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the 2011 Series A Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the date fixed for redemption, interest on the 2011 Series A Bonds so called for redemption shall cease to accrue, said 2011 Series A Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said 2011 Series A Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the redemption date.

**PLAN OF REFUNDING**

The Authority issued the Refunded Bonds to the California Transit Finance Authority (“CTFA”) in order to participate in CTFA’s variable rate financing program (the “Program”). The Program began in 1997, when the CTFA issued $200,000,000 in aggregate principal amount of its Variable Rate Demand Bonds, Series 1997 (California Transit Variable Rate Finance Program) (the “CTFA Bonds”), to provide variable rate financing for certain California local governmental entities that are members of the California Transit Association. Such members may borrow the proceeds of the CTFA Bonds by issuing bonds to or entering into financing agreements with CTFA. As of October 1, 2011, the CTFA Bonds will be outstanding in the aggregate principal amount of $61,705,000, all of which is payable from the Authority’s payments with respect to the Refunded Bonds. At present, the Authority is the sole remaining participant in the Program.

The Authority intends to terminate its participation in the Program and refund the Refunded Bonds on October 5, 2011 (the “Refunding Date”) by depositing a portion of the proceeds of the 2011 Series A Bonds with Wells Fargo Bank, National Association, the trustee for the CTFA Bonds (the “CTFA Bond Trustee”) and owner of the Refunded Bonds as assignee of CTFA. The CTFA Bonds are subject to mandatory tender for purchase on the Refunding Date, at a purchase price of 100% of the principal amount thereof, plus accrued and unpaid interest thereon to but not including the date of purchase, by Dexia Crédit Local, acting through its New York Branch (“Dexia”), which has provided a Standby Bond Purchase Agreement supporting the payment of tenders of the CTFA Bonds. On the Refunding Date, the CTFA Bond Trustee will apply the proceeds from the payment of the Refunded Bonds, together with amounts
released from the funds and accounts established under the Indenture of Trust relating to the CTFA Bonds, to the purchase and retirement of the CTFA Bonds from Dexia.

**ESTIMATED SOURCES AND USES OF FUNDS**

The estimated proceeds of the 2011 Series A Bonds and certain other amounts are expected to be applied as follows:

**Sources of Funds:**

Principal Amount of 2011 Series A Bonds
Plus Premium/Less Original Issue Discount
Total Sources:

**Uses of Funds:**

Payment of Refunded Bonds
Costs of Issuance\(^{(1)}\)
Total Uses:

\(^{(1)}\) Includes underwriter’s discount, rating agency fees, trustee fees, printing costs, bond counsel, disclosure counsel and financial advisor fees and expenses and other miscellaneous expenses.

[Remainder of page intentionally left blank.]
The following table shows the annual debt service requirements on the 2011 Series A Bonds and existing Bonds.

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
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<tbody>
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<td>2018</td>
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<td>2019</td>
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<td>2020</td>
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<td>2028</td>
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<tr>
<td>Total</td>
<td></td>
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</tbody>
</table>

(1) Debt service for the 2008 Series Bonds is calculated based on the fixed rate under the Swap Agreements of 3.145%.

(2) Totals may not add due to rounding.
SECURITY AND SOURCES OF PAYMENT FOR THE 2011 SERIES A BONDS

All 1976 Sales Tax Revenues are irrevocably pledged by the Authority on a senior lien basis to secure the punctual payment of the principal of, premium, if any, and interest on the Bonds and Parity Debt, each in accordance with their terms. Pursuant to the Indenture, the pledge of 1976 Sales Tax Revenues constitutes a first lien to secure the Bonds and Parity Debt and regularly scheduled payments on the Swap Agreements (hereinafter referred to as the “Parity Swap Payments”). The pledge of 1976 Sales Tax Revenues is irrevocable until all Bonds issued under the Indenture and all Parity Debt are no longer Outstanding.

For a more detailed description of the 1976 Sales Tax, see “THE 1976 SALES TAX” herein.

Additionally, there are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms all amounts held by the Trustee under the Indenture (except for amounts held in the Rebate Fund and any Purchase Fund), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

Revenue Fund; Allocation of 1976 Sales Tax Revenues

In order to secure the payment of Outstanding Bonds and any Parity Debt, the Authority has assigned the 1976 Sales Tax Revenues to the Trustee and has caused the Board of Equalization to transmit the same directly to the Trustee. The Indenture requires the 1976 Sales Tax Revenues to be received and held in trust by the Trustee for the benefit of the Owners of the Bonds and Parity Debt. The Trustee is required to deposit all 1976 Sales Tax Revenues in the Revenue Fund, maintained and held in trust by the Trustee, when and as such 1976 Sales Tax Revenues are received by the Trustee. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts; Allocation of 1976 Sales Tax Revenues.” Investment income on amounts held by the Trustee (other than amounts held in the Rebate Fund or for which particular instructions are provided) shall also be deposited in the Revenue Fund.

In each month while Bonds remain Outstanding, the Trustee is required to set aside receipts of 1976 Sales Tax Revenues in the following respective funds, amounts and order of priority (provided that deficiencies in any previously required deposit may be made up prior to the deposit to a fund subsequent in priority and further provided that set asides or transfers required with respect to outstanding Parity Debt shall be made on a parity basis each month, as provided in the Indenture):

1. **Interest Fund.** The Indenture requires the Trustee to make monthly deposits in the Interest Fund in an amount equal to one-sixth of the aggregate half-yearly amount of interest (calculated at the rate of 12% per annum if the actual rate of interest is not known) becoming due and payable on Outstanding Bonds during the ensuing six-month period. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Allocation of 1976 Sales Tax Revenues.”
2. **Principal Fund.** The Indenture also requires the Trustee to make monthly deposits in the Principal Fund in an amount equal to at least (a) one-sixth of the aggregate semiannual amount of principal, accreted value, if applicable, and mandatory sinking account payments becoming due and payable within the next six months on Outstanding Bonds having semiannual maturity dates and mandatory sinking account redemption, plus (b) one-twelfth of the aggregate yearly amount of principal, accreted value, if applicable, and mandatory sinking account payments becoming due and payable within the next twelve months on Outstanding Bonds having annual maturity dates and mandatory sinking account redemption.

After the allocations described above have been made on a monthly basis, any funds remaining in the Revenue Fund are available to be applied to the payment of the principal of, redemption premium, if any, and interest on junior lien bonds, and reserve fund requirements with respect thereto (collectively, the “Junior Lien Obligations”). Upon the refunding of the Refunded Bonds as described in “PLAN OF REFUNDING” above, no Junior Lien Obligations will be outstanding. After payment of any Junior Lien Obligations, any remaining funds are available to pay termination payments, if any, under the Swap Agreements. Liquidity Facility Providers’ fees and expenses are paid on a basis subordinate to the Bonds, but prior to payments on any Junior Lien Obligations.

After making the foregoing allocations, all remaining funds are available to the Authority for any lawful Authority purposes.

**Bond Reserve Fund**

The Bond Reserve Requirement as of any date of calculation shall be zero dollars ($0), except that if 1976 Sales Tax Revenues during the immediately preceding Fiscal Year do not cover Maximum Annual Debt Service by at least 3.00 times, the Authority shall be required to fund the Bond Reserve Fund in an amount equal to the amount specified in the definition of Bond Reserve Requirement set forth in the Indenture. See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.” Maximum Annual Debt Service is calculated assuming that the variable rate 2008 Series Bonds bear interest at the fixed rate under the Swap Agreements of 3.145%. See “OUTSTANDING 1976 SALES TAX OBLIGATIONS – Swap Agreements” herein.

If the Authority shall be required to fund the Bond Reserve Fund, the Bond Reserve Requirement with respect to any Series of Bonds bearing interest at a fixed rate, including the 2011 Series A Bonds, means an amount not less than the lesser of: (i) 10% of the aggregate original principal amount of such Series (less any original issue discount); (ii) 125% of Average Annual Debt Service for such Series; or (iii) 100% of Maximum Annual Debt Service for such Series as of any date of calculation. The Bond Reserve Requirement for any 2011 Series A Bonds shall have the same meaning.

Except as otherwise permitted by the Indenture, at such time as the Bond Reserve Fund is required to be funded due to a decrease in the coverage of 1976 Sales Tax Revenues over Maximum Annual Debt Service below 3.00 times, the Authority shall make or cause to be made, within one year, a deposit or deposits into the Bond Reserve Fund equal to the Bond Reserve
Requirement. Additionally, except as otherwise provided in the Indenture, the Trustee shall make deposits to the Bond Reserve Fund equal to the sum of (i) one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal from the Bond Reserve Fund and (ii) the full amount of any deficiency due to any required valuation of the investments in the Bond Reserve Fund. In lieu of a cash deposit, the Authority may fulfill all or a portion of its obligation to fund the Bond Reserve Fund by depositing a letter of credit, surety bond or insurance policy, as provided in the Indenture. For a more complete discussion of the Bond Reserve Fund provisions, see APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts; Allocation of 1976 Sales Tax Revenues – Bond Reserve Fund" and “– Funding and Application of Bond Reserve Fund.”

Additional Bonds and Parity Debt

The Authority may issue additional Bonds and may issue or incur other obligations secured in whole or in part by a pledge of 1976 Sales Tax Revenues on a parity with the Bonds, subject to compliance with the terms and provisions set forth in the Indenture.

Issuance of Additional Series of Bonds. The Authority may by Supplemental Indenture establish one or more Series of Bonds payable from 1976 Sales Tax Revenues and secured by the pledge made under the Indenture equally and ratably with Bonds previously issued, but only upon compliance by the Authority with the provisions of the Indenture. Certain of the applicable provisions of the Indenture are described below:

(a) No Event of Default shall have occurred and then be continuing.

(b) The Supplemental Indenture providing for the issuance of such Series of additional Bonds shall require that the balance in the Bond Reserve Fund, forthwith upon the receipt of the proceeds of the sale of Bonds of such Series, be increased, if necessary, to an amount at least equal to the Bond Reserve Requirement with respect to all Bonds to be considered Outstanding upon the issuance of Bonds of such Series. Said deposit may be made from the proceeds of the sale of Bonds of such Series or from other funds of the Authority or from both such sources or in the form of a letter of credit or surety bond or insurance policy as described under “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funding and Application of Bond Reserve Fund.”

(c) The Authority shall have placed on file with the Trustee the report of the Authority, certifying that the lesser of (i) the amounts of 1976 Sales Tax Revenues for a period of twelve (12) consecutive months during the eighteen (18) months immediately preceding the date on which such Bonds will become outstanding, or (ii) the estimated 1976 Sales Tax Revenues for the Fiscal Year in which the Bonds are to be issued, will equal at least 2.00 times Maximum Annual Debt Service for all Series of Bonds and Parity Debt then Outstanding and the additional Series of Bonds then proposed to be issued.

Nothing in the Indenture shall prevent or be construed to prevent the Supplemental Indenture providing for the issuance of an additional Series of Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Indenture, additional security for the benefit of such additional Series of Bonds or any portion thereof.
**Issuance of Refunding Bonds.** Refunding Bonds may be authorized and issued by the Authority without compliance with the provisions of the Indenture summarized above under the subcaption “Issuance of Additional Series of Bonds”; provided, that Maximum Annual Debt Service on all Bonds and Parity Debt Outstanding following the issuance of such refunding Bonds is less than or equal to Maximum Annual Debt Service on all Bonds and Parity Debt Outstanding prior to the issuance of such refunding Bonds.

**Parity Debt.** As defined in the Indenture, “Parity Debt” means any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money or interest rate swap agreement having an equal lien and charge upon the 1976 Sales Tax Revenues and therefore payable on a parity with the Bonds (whether or not any Bonds are Outstanding). As defined in the Indenture, the Parity Swap Payments constitute Parity Debt. The Authority may issue or incur additional Parity Debt payable on a parity with the Bonds and which will have, when issued, an equal lien and charge upon the 1976 Sales Tax Revenues, provided that the conditions to the issuance of such Parity Debt set forth in the Indenture and any other authorizing instruments are satisfied, including the coverage test described in subsection (c) above under the subcaption “Issuance of Additional Series of Bonds,” unless such Parity Debt is for refunding purposes, in which case the coverage test shall not apply.

**Subordinate Obligations**

The Authority may issue obligations that are subordinate to the payment of the principal, premium, interest and reserve fund requirements for the Bonds and all other Parity Debt, which subordinated obligations are payable as to principal, premium, interest and reserve fund requirements, if any, only out of 1976 Sales Tax Revenues after the prior payment of all amounts then required to be paid from funds in the Revenue Fund for principal, premium, interest and reserve fund requirements for the Bonds and all Parity Debt, as the same become due and payable.

**OUTSTANDING 1976 SALES TAX OBLIGATIONS**

**Bonds Outstanding**

As of September 1, 2011, the aggregate principal amount of Bonds Outstanding was $187,565,000, comprised of $22,685,000 aggregate principal amount of 2007 Series Bonds and $164,880,000 aggregate principal amount of 2008 Series Bonds.

**Swap Agreements**

The Authority has entered into the Swap Agreements with Goldman Sachs Mitsui Marine Derivative Products, L.P., Citibank, N.A., New York, and Morgan Stanley Capital Services Inc., respectively. Pursuant to the terms of the Swap Agreements, the Authority agreed to pay to the counterparties a fixed rate of interest of 3.145% and the counterparties agreed to pay the Authority a floating rate of interest equal to the lower of 1-month London Interbank Offered Rate (“LIBOR”) or a rate equal to the greatest of 63.5% of 1-month LIBOR or 55.5% of 1-month LIBOR plus 0.44%. The current notional amounts of the Swap Agreements are $66,060,000 with respect to the 2008 Series A Bonds, $49,410,000 with respect to the 2008 Series B Bonds.
and $49,410,000 with respect to the 2008 Series C Bonds, respectively. The Authority’s obligation to make regularly scheduled payments of interest to the counterparties under the Swap Agreements is payable from and secured by 1976 Sales Tax Revenues on a parity basis with the Bonds.

The terms of the Swap Agreements do not alter or affect any of the obligations of the Authority with respect to the payment of principal of or interest on the 2008 Series Bonds. Neither the Holders nor the Beneficial Owners of the 2008 Series Bonds have any rights under the Swap Agreements or against the Counterparties. Payments due to the Authority from the Counterparties are not pledged to the payment of principal of or interest on the 2008 Series Bonds.

Under certain circumstances, including a downgrade of the Authority’s revenue bond ratings below investment grade, the Swap Agreements may be terminated, at which time the Authority may be required to make a substantial termination payment to the applicable Counterparty.

Termination payments payable pursuant to the Swap Agreements are secured by a lien on 1976 Sales Tax Revenues subordinate to the lien which secures the Bonds, Parity Obligations and Subordinate Obligations; such termination payments could be substantial. If the Swap Agreements were terminated as of June 30, 2011, the Authority would owe an aggregate termination payment of approximately $58,200,000 to the counterparties under the Swap Agreements. [to be updated] To the extent that the Authority does not have sufficient funds on hand to make any such payment, it is likely that the Authority would seek to borrow such amounts through the issuance of additional Bonds or otherwise. For a further discussion regarding the Authority’s existing swaps (including swaps that have liens on the 1976 Sales Tax) and potential risks in connection therewith, see APPENDIX B – “AUTHORITY AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2010, Note 7(d) and 7(e).”

THE 1976 SALES TAX

General

The terms of the Act authorize the imposition of the 1976 Sales Tax upon the approval of the electorate of the County. Voter approval of the 1976 Sales Tax was obtained by special election in 1976. The Act does not provide for expiration of the 1976 Sales Tax.

The 1976 Sales Tax is a retail transactions and use tax of one-half of one percent (0.5%) of the gross receipts of retailers from the sale of all tangible personal property sold at retail in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions. The most important exemptions from the 1976 Sales Tax are the sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water, when delivered to consumers through mains, lines and pipes. Additionally, occasional sales, i.e., sales of property not held or used by a seller in the course of activities for which he or
she is required to hold a seller’s permit, are generally exempt from the 1976 Sales Tax. However, the “occasional sales” exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County which are shipped to a point outside the County pursuant to the contract of sale are exempt from the 1976 Sales Tax.

1976 Sales Tax Revenues are net of an administrative fee paid to the Board of Equalization for the collection and disbursement of the 1976 Sales Tax, which by statute cannot exceed 1.5% of collections. In the Fiscal Year ended June 30, 2010, the amount of the administrative fee was approximately $1.6 million.

For a summary of the 1976 Sales Tax Revenues reported by the Authority for the ten Fiscal Years ended June 30, 2010, see “THE 1976 SALES TAX – Historical Sales Tax Revenues” herein.

Collection

Collection of the 1976 Sales Tax is administered by the Board of Equalization. The Authority and the Board of Equalization have entered into an agreement to authorize payment of 1976 Sales Tax Revenues directly to the Trustee. Pursuant to its procedures, the Board of Equalization projects receipts of the 1976 Sales Tax on a quarterly basis and remits an advance of such receipts to the Trustee on a monthly basis based on such projection. During the last month of each quarter, the Board of Equalization adjusts the amount remitted to reflect the actual receipts of the 1976 Sales Tax for the quarter.

The Trustee is required to apply receipts of 1976 Sales Tax Revenues as provided in the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Revenue Fund; Allocation of 1976 Sales Tax Revenues” and APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts; Allocation of Sales Tax Revenues.” The Trustee is required to transfer any remaining unapplied 1976 Sales Tax Revenues to pay any Junior Lien Obligations. Liquidity Facility Providers’ fees and expenses are paid on a basis subordinate to the Bonds, but prior to payments on any Junior Lien Obligations. Following the refunding of the Refunded Bonds, there will be no Junior Lien Obligations outstanding. Termination payments, if any, with respect to the Swap Agreements are payable on a basis subordinate to any Junior Lien Obligations. After such allocations, any remaining unapplied 1976 Sales Tax Revenues are transferred to the Authority for use for any lawful purpose.

Historical Sales Tax Revenues

The following table shows 1976 Sales Tax Revenues reported by the Authority during the ten Fiscal Years ended June 30, 2010.
## Fiscal Years Ended June 30, 2001 – 2010

<table>
<thead>
<tr>
<th>Fiscal Year Ended June 30</th>
<th>1976 Sales Tax Revenues</th>
<th>% Change from Prior Year</th>
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</thead>
<tbody>
<tr>
<td>2001</td>
<td>$183,540,308</td>
<td>10.1%</td>
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<tr>
<td>2002</td>
<td>144,217,679</td>
<td>-21.4</td>
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<tr>
<td>2003</td>
<td>132,632,377</td>
<td>-8.0</td>
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<tr>
<td>2004</td>
<td>138,917,173</td>
<td>4.7</td>
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<td>2005</td>
<td>145,008,106</td>
<td>4.4</td>
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<tr>
<td>2006</td>
<td>157,283,101</td>
<td>8.5</td>
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<tr>
<td>2007</td>
<td>163,675,750</td>
<td>4.1</td>
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<tr>
<td>2008</td>
<td>163,037,594</td>
<td>-0.4</td>
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<tr>
<td>2009</td>
<td>137,641,999</td>
<td>-15.6</td>
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<td>2010</td>
<td>140,036,709</td>
<td>1.7</td>
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Source: The Authority.

The following table shows 1976 Sales Tax receipts reported by the Authority during the past seven Fiscal Year quarters.

### 1976 Sales Tax Receipts by Quarter

<table>
<thead>
<tr>
<th>Fiscal Quarter</th>
<th>Net Receipts</th>
<th>% Change from Prior Year</th>
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<tr>
<td>First Quarter 2010</td>
<td>$35,309,325</td>
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<tr>
<td>Second Quarter 2010</td>
<td>36,674,076</td>
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<td>Third Quarter 2010</td>
<td>32,810,293</td>
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<tr>
<td>Fourth Quarter 2010</td>
<td>35,243,015</td>
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<tr>
<td>First Quarter 2011</td>
<td>37,542,381</td>
<td>6.32</td>
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<tr>
<td>Second Quarter 2011</td>
<td>40,542,235</td>
<td>10.55</td>
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<tr>
<td>Third Quarter 2011</td>
<td>35,817,371</td>
<td>9.17</td>
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</tbody>
</table>

Source: The Authority.

For a summary of historical taxable retail sales within the County see the table entitled “County of Santa Clara, Taxable Transactions by Sector” in APPENDIX C – “COUNTY OF SANTA CLARA DEMOGRAPHIC AND ECONOMIC INFORMATION.”

## Additional Sales Taxes Collected in the County

In the November 2000 general election, voters in the County authorized a ½-cent sales tax for transportation purposes (the “2000 Measure A Sales Tax”). The imposition of the 2000 Measure A Sales Tax commenced on April 1, 2006 and is scheduled to expire on March 31, 2036. The 2000 Measure A Sales Tax is a separate tax collected by the Authority and is not
pledged as a source of repayment for the 2011 Series A Bonds. See APPENDIX A – “THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY.”

In the November 2008 general election, voters in the County authorized a 30-year 1/8-cent sales tax (the “2008 Measure B Sales Tax”). The imposition of the 2008 Measure B Sales Tax is contingent on the Authority’s ability to secure a Full Funding Grant Agreement from the Federal Transit Administration to support the BART Silicon Valley Program. Revenues for the 2008 Measure B Sales Tax will be dedicated to fund the operations and maintenance of the BART Silicon Valley Program extension. If imposed, the 2008 Measure B Tax would be a separate tax collected by the Authority and would not be pledged as a source of repayment for the 2011 Series A Bonds. See APPENDIX A – “THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY.”

In addition to sales taxes levied at the County level, the State also imposes a 7.25% sales tax. The State may increase such sales tax in the future, and such increase could have an adverse effect on consumption in the County resulting in a reduction in 1976 Sales Tax Revenues.

RISK FACTORS

Economy of the County and the State

The 2011 Series A Bonds are secured by a pledge of 1976 Sales Tax Revenues, which consist of the 1976 Sales Tax less an administrative fee paid to the Board of Equalization. The level of 1976 Sales Tax Revenues collected at any time is dependent upon the level of retail sales within the County, which is, in turn, dependent upon the level of economic activity in the County and in the State generally. As a result, any substantial deterioration in the level of economic activity within the County or in the State could have a material adverse impact upon the level of 1976 Sales Tax Revenues and therefore upon the ability of the Authority to pay principal of and interest on the 2011 Series A Bonds. For example, during the most recent recession, which had a severe impact on the United States and California economies, 1976 Sales Tax Revenues decreased 15.6% between the Fiscal Year ended June 30, 2008 and the Fiscal Year ended June 30, 2009. See “THE 1976 SALES TAX – Historical Sales Tax Revenues” above.

For information relating to economic conditions within the County and the State, see APPENDIX C – “COUNTY OF SANTA CLARA DEMOGRAPHIC AND ECONOMIC INFORMATION.”

The 1976 Sales Tax

With limited exceptions, the 1976 Sales Tax is imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the statewide sales tax and the 1976 Sales Tax are imposed. Any such change or limitation could have an adverse impact on the 1976 Sales Tax Revenues collected. For a further description of the 1976 Sales Tax Revenues, see “THE 1976 SALES TAX” herein.
Impact of Bankruptcy of the Authority

As a municipal entity, the Authority may be qualified to file a petition under Chapter 9 of the United States Bankruptcy Code (“Chapter 9”) under certain circumstances. Under Chapter 9, the pledge of 1976 Sales Tax Revenues is fully enforceable only if a bankruptcy court determines that the 1976 Sales Tax Revenues are “Special Revenues” under Chapter 9 and that the pledge is valid and binding under Chapter 9. 1976 Sales Tax Revenues may not constitute “Special Revenues” under Chapter 9 because, among other reasons, the 1976 Sales Tax was not levied for a particular project and is available for the general purposes of the Authority. If a bankruptcy court were to hold the pledge of 1976 Sales Tax Revenues to be unenforceable under Chapter 9, then the owners of the Bonds (including the 2011 Series A Bonds) would no longer be entitled to any special priority to the 1976 Sales Tax Revenues and may be treated as general unsecured creditors of the Authority as to the 1976 Sales Tax Revenues.

Furthermore, since the obligations of the Authority under the Indenture, including its obligation to pay principal of and interest on the 2011 Series A Bonds, are limited obligations and are payable solely from 1976 Sales Tax Revenues and certain other amounts held by the Trustee under the Indenture, if the Authority filed a petition for bankruptcy under Chapter 9, the owners of the Bonds (including the 2011 Series A Bonds) would have no recourse to any assets or revenues of the Authority other than 1976 Sales Tax Revenues and such other amounts held by the Trustee under the Indenture.

FINANCIAL STATEMENTS

The financial statements of the Authority for the Fiscal Year ended June 30, 2010, included in APPENDIX B of this Official Statement have been audited by Vavrinek, Trine, Day & Co., LLP, independent auditors, as stated in their report therein. Vavrinek, Trine, Day & Co., LLP was not requested to consent to the inclusion of its report in APPENDIX B, nor has it undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Vavrinek, Trine, Day & Co., LLP with respect to any event subsequent to the date of its report.

LITIGATION

There is not now pending or, to the knowledge of the Authority, threatened, any litigation concerning or affecting the validity or the original issuance of the 2011 Series A Bonds. Neither the creation, organization or existence of the Authority, nor the title of the present members of the Authority to their respective offices is being contested. See APPENDIX A – “THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY – Litigation.”

TAX MATTERS

The Internal Revenue Code of 1986 (the “Code”) imposes certain requirements that must be met subsequent to the issuance and delivery of the 2011 Series A Bonds for interest thereon to be and remain excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could
cause the interest on the 2011 Series A Bonds to be included in the gross income of the owners thereof for federal income tax purposes retroactive to the date of issuance of the 2011 Series A Bonds. The Authority has covenanted to maintain the exclusion of the interest on the 2011 Series A Bonds from the gross income of the owners thereof for federal income tax purposes. In rendering its opinions with respect to the 2011 Series A Bonds as described below, Bond Counsel will rely upon representations and covenants of the Authority (including such covenant noted above) made in connection with the issuance and delivery of the 2011 Series A Bonds, and will assume that all such representations are true and correct and that the Authority will comply with all such covenants.

In the opinion of Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel, under existing statutes, regulations, rulings and court decisions, interest on the 2011 Series A Bonds is exempt from personal income taxes of the State of California and, assuming compliance with the aforementioned covenant, interest on the 2011 Series A Bonds is excluded pursuant to section 103(a) of the Code from the gross income of the owners thereof for federal income tax purposes. In the further opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, the 2011 Series A Bonds are not “specified private activity bonds” within the meaning of section 57(a)(5) of the Code and, therefore, interest on the 2011 Series A Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on 2011 Series A Bonds owned by a corporation may affect the computation of the alternative minimum taxable income. A corporation’s alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

To the extent that a purchaser of a 2011 Series A Bond acquires that 2011 Series A Bond at a price in excess of its “stated redemption price at maturity” (within the meaning of section 1273(a)(2) of the Code), such excess will constitute “bond premium” under the Code. Section 171 of the Code, and the Treasury Regulations promulgated thereunder, provide generally that bond premium on a tax-exempt obligation must be amortized over the remaining term of the obligation (or a shorter period in the case of certain callable obligations); the amount of premium so amortized will reduce the owner’s basis in such obligation for federal income tax purposes, but such amortized premium will not be deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of the obligation. The amount of premium that is amortizable each year by a purchaser is determined by using such purchaser's yield to maturity. The rate and timing of the amortization of the bond premium and the corresponding basis reduction may result in an owner realizing a taxable gain when its 2011 Series A Bond is sold or disposed of for an amount equal to or in some circumstances even less than the original cost of the 2011 Series A Bond to the owner. Purchasers of 2011 Series A Bonds at a price that includes bond premium should consult their own tax advisors with respect to the computation and treatment of such bond premium, including, but not limited to, the calculation of gain or loss upon the sale, redemption or other disposition of the 2011 Series A Bond.

The excess, if any, of the stated redemption price at maturity of 2011 Series A Bonds of a maturity over the initial offering price to the public of the 2011 Series A Bonds of that maturity is “original issue discount.” Original issue discount accruing on a 2011 Series A Bond is treated
as interest excluded from the gross income of the owner thereof for federal income tax purposes and is exempt from California personal income tax to the same extent as would be stated interest on that 2011 Series A Bond. Original issue discount on any 2011 Series A Bond purchased at such initial offering price and pursuant to such initial offering will accrue on a semiannual basis over the term of the 2011 Series A Bond on the basis of a constant yield method and, within each semiannual period, will accrue on a ratable daily basis. The amount of original issue discount on such a 2011 Series A Bond accruing during each period is added to the adjusted basis of such 2011 Series A Bond to determine taxable gain upon disposition (including sale, redemption or payment on maturity) of such 2011 Series A Bond. The Code includes certain provisions relating to the accrual of original issue discount in the case of purchasers of 2011 Series A Bonds who purchase such 2011 Series A Bonds other than at the initial offering price and pursuant to the initial offering. Purchasers of 2011 Series A Bonds of a maturity having original issue discount should consult their own tax advisors with respect to the tax consequences of ownership of 2011 Series A Bonds with original issue discount.

Pursuant to the Indenture and in the Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986, to be delivered by the Authority in connection with the issuance of the 2011 Series A Bonds, the Authority will make representations relevant to the determination of, and will make certain covenants regarding or affecting, the exclusion of interest on the 2011 Series A Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching its opinions described above, Bond Counsel will assume the accuracy of such representations and the present and future compliance by the Authority with such covenants. Further, except as stated above, Bond Counsel will express no opinion as to any federal or state tax consequences of the receipt of interest on, or the ownership or disposition of, the 2011 Series A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the 2011 Series A Bonds may affect the tax status of interest on the 2011 Series A Bonds or the tax consequences of the ownership of the 2011 Series A Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions that could directly or indirectly reduce the benefit of the exemption of interest on the 2011 Series A Bonds from personal income taxation by the State of California or of the exclusion of the interest on the 2011 Series A Bonds from the gross income of the owners thereof for federal income tax purposes. Furthermore, Bond Counsel will express no opinion as to any federal, state or local tax law consequences with respect to the 2011 Series A Bonds, or the interest thereon, if any action is taken with respect to the 2011 Series A Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel.

Although Bond Counsel is of the opinion that interest on the 2011 Series A Bonds is exempt from California personal income tax and excluded from the gross income of the owners thereof for federal income tax purposes, an owner’s federal, state or local tax liability may be otherwise affected by the ownership or disposition of the 2011 Series A Bonds. The nature and extent of these other tax consequences will depend upon the owner’s other items of income or deduction. Without limiting the generality of the foregoing, prospective purchasers of the 2011 Series A Bonds should be aware that (i) section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the 2011 Series A Bonds and the Code contains additional limitations on interest deductions applicable to financial institutions.
that own tax-exempt obligations (such as the 2011 Series A Bonds), (ii) with respect to insurance companies subject to the tax imposed by section 831 of the Code, section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the 2011 Series A Bonds, (iii) interest on the 2011 Series A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by section 884 of the Code, (iv) passive investment income, including interest on the 2011 Series A Bonds, may be subject to federal income taxation under section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, (v) section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining the taxability of such benefits, receipts or accruals of interest on the 2011 Series A Bonds and (vi) under section 32(i) of the Code, receipt of investment income, including interest on the 2011 Series A Bonds, may disqualify the recipient thereof from obtaining the earned income credit. 2011 Series A Bond Counsel has expressed no opinion regarding any such other tax consequences.

Bond Counsel’s opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Authority described above. No ruling has been sought from the Internal Revenue Service (the “Service”) with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel’s opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the 2011 Series A Bonds is commenced, under current procedures the Service is likely to treat the Authority as the “taxpayer,” and the owners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the 2011 Series A Bonds, the Authority may have different or conflicting interest from the owners. Public awareness of any future audit of the 2011 Series A Bonds could adversely affect the value and liquidity of the 2011 Series A Bonds during the pendency of the audit, regardless of its ultimate outcome.

A copy of the form of opinion of Bond Counsel to be delivered at the closing of the 2011 Series A Bonds is included in APPENDIX G.

LEGAL MATTERS

Fulbright & Jaworski L.L.P., Los Angeles, California, Bond Counsel to the Authority, will render an opinion substantially in the form set forth in APPENDIX G hereto, with respect to the Indenture and the 2011 Series A Bonds. Bond Counsel expresses no opinion regarding the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Authority by the Authority’s General Counsel and by Fulbright & Jaworski LLP, as Disclosure Counsel. Compensation paid to Bond Counsel and Disclosure Counsel is contingent on the successful issuance of the 2011 Series A Bonds.

RATINGS

Standard & Poor’s Financial Services LLC, Moody’s Investors Service, Inc. and Fitch Ratings have assigned ratings of “___,” “___” and “___,” respectively, to the 2011 Series A Bonds.
Bonds. These ratings reflect only the views of the rating agencies, and do not constitute a recommendation to buy, sell or hold securities. The Authority has furnished to the rating agencies certain information respecting the 2011 Series A Bonds and the Authority. Generally, rating agencies base their ratings on such information and materials and their own investigations, studies and assumptions. The ratings are subject to revision or withdrawal at any time by the rating agencies, and there is no assurance that the ratings will continue for any period of time or that they will not be lowered or withdrawn. Any reduction or withdrawal of the ratings may have an adverse effect on the market price of the 2011 Series A Bonds.

UNDERWRITING

___________________ (the “Underwriter”) has purchased the 2011 Series A Bonds from the Authority at a competitive sale for a purchase price of $__________ (representing $_________ aggregate principal amount of 2011 Series A Bonds, [plus bond premium] [less an original issue discount] of $__________, less an Underwriter’s discount of $__________). The Underwriter may offer and sell the 2011 Series A Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices on the 2011 Series A Bonds may be changed from time to time by the Underwriter.

FINANCIAL ADVISOR

The Authority has retained Ross Financial, San Francisco, California, as financial advisor (the “Financial Advisor”) in connection with the issuance and sale of the 2011 Series A Bonds. Compensation paid to the Financial Advisor is contingent on the successful issuance of the 2011 Series A Bonds.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the owners and beneficial owners of the 2011 Series A Bonds to provide certain financial information and operating data relating to the Authority by not later than 210 days following the end of the Authority’s Fiscal Year (presently June 30) (the “Annual Report”), commencing with the report for the 2010-11 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by Digital Assurance Certification, L.L.C. (the “Dissemination Agent”) on behalf of the Authority with the Municipal Securities Rulemaking Board (the “MSRB”). Any notices of enumerated events will be filed by the Dissemination Agent on behalf of the Authority with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth under the caption APPENDIX E – “FORM OF CONTINUING DISCLOSURE CERTIFICATE.” These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 (the “Rule”) of the U.S. Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934, as amended. The Authority has never failed to comply in all material respects with any previous continuing disclosure undertaking pursuant to the Rule to provide annual reports or notices of material events.
MISCELLANEOUS

The references herein to the Act and the Indenture are brief summaries of certain provisions thereof. Such summaries do not purport to be complete or definitive. For full and complete statements of such provisions reference is made to the Act or such documents, as the case may be. A copy of the Indenture is available for inspection at the Authority and following delivery of the 2011 Series A Bonds will be on file at the offices of the Trustee in San Francisco, California.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Owners of any of the 2011 Series A Bonds.
APPENDIX A
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

All capitalized terms used and not defined in this Appendix A shall have the meanings assigned to such terms in the forepart of the Remarketing Memorandum to which this Appendix A is attached. Unless otherwise specifically noted herein, source data for tables is provided by Santa Clara Valley Transportation Authority (the “Authority”).

Administration

The Authority is governed by a Board of Directors (the “Board” or the “Board of Directors”) comprised of 12 elected officials appointed by the jurisdictions they represent. Five members of the Board and one alternate are recommended by the Mayor of the City of San José and approved by the City of San José City Council. Three members of the Board and one alternate are appointed from among the city councils of the Cities of Los Altos, Mountain View, Palo Alto, Sunnyvale and Santa Clara, and the Town of Los Altos Hills. One Board member and one alternate are appointed from among the city councils of the Cities of Campbell, Cupertino, Monte Sereno and Saratoga, and the Town of Los Gatos. One Board member and one alternate are appointed from among the city councils of the Cities of Gilroy, Milpitas and Morgan Hill. The final two seats on the Board and one alternate are appointed by the Board of Supervisors of the County of Santa Clara (the “County”). The allocation of Board representation is generally based on population.

Current members of the Board and the local agency each Board member represents are set forth below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Local Agency</th>
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</thead>
<tbody>
<tr>
<td>Margaret Abe-Koga, Chairperson</td>
<td>City of Mountain View</td>
</tr>
<tr>
<td>Ken Yeager, Vice Chairperson</td>
<td>County of Santa Clara</td>
</tr>
<tr>
<td>Xavier Campos</td>
<td>City of San José</td>
</tr>
<tr>
<td>Rose Herrera</td>
<td>City of San José</td>
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<tr>
<td>Ash Kalra</td>
<td>City of San José</td>
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<tr>
<td>Liz Kniss</td>
<td>County of Santa Clara</td>
</tr>
<tr>
<td>Rich Larsen</td>
<td>Town of Los Altos Hills</td>
</tr>
<tr>
<td>Sam Liccardo</td>
<td>City of San José</td>
</tr>
<tr>
<td>Chris Moylan</td>
<td>City of Sunnyvale</td>
</tr>
<tr>
<td>Chuck Page</td>
<td>City of Saratoga</td>
</tr>
<tr>
<td>Chuck Reed</td>
<td>City of San José</td>
</tr>
<tr>
<td>Perry Woodward</td>
<td>City of Gilroy</td>
</tr>
</tbody>
</table>

Current alternate members of the Board are Nancy Pyle (City of San José), Jamie Matthews (City of Santa Clara), Pete McHugh (City of Milpitas), George Shirakawa (the County) and Marshall Anstandig (City of Monte Sereno). The current ex-officio member of the Board is Dave Cortese.

The Board has established four standing committees, each consisting of four Board members: Administration and Finance, Congestion Management Program and Planning, Transit Planning and Operations, and Audit. Several advisory committees have also been formed to make recommendations to the Board on technical and policy issues.
Certain key members of the Authority’s administrative staff include the following:

MICHAEL BURNS - General Manager since August 2005. Mr. Burns has been in the transportation industry for more than 30 years and formerly served as Executive Director of the San Francisco Municipal Transportation Agency. Mr. Burns has also served as Executive Director of the San Francisco Department of Parking and Traffic. Prior to that, Mr. Burns served as Chief Operations Officer of the Southeastern Pennsylvania Transportation Authority (“SEPTA”). Prior to serving as Chief Operations Officer at SEPTA, Mr. Burns served as Assistant General Manager in charge of the Railroad Division and as Chief Mechanical Officer. He has also served as Assistant General Manager for Railroad Operations for the Massachusetts Bay Transportation Authority (“MBTA”).

KEVIN ALLMAND - General Counsel since December 2008. Prior to his appointment as General Counsel, Mr. Allmand served the Authority as Acting General Counsel from April 2008 until December 2008, as Assistant General Counsel from 2002 until April 2008 and as Senior Assistant Counsel from 1993 until 2002. Prior to joining the Authority, Mr. Allmand served as a Deputy County Counsel in the Santa Clara County Counsel’s Office from 1990 to 1993.

SANDRA WEYMOUTH – Board Secretary since 2009. Ms. Weymouth also served as the Authority’s Board Secretary from 1994-2006. Ms. Weymouth has also worked for the Authority as Executive Assistant to the General Manager, and as Policy and Administration Manager of Operations.

CAROLYN GONOT - Chief Silicon Valley Rapid Transit (“SVRT”) Program Officer since June, 2007. Prior to her appointment as Chief SVRT Program Officer, Ms. Gonot served as Chief Development Officer and as the Deputy Director of the Congestion Management Program. Ms. Gonot has been employed by the Authority since July 1996. Ms. Gonot worked for transportation consulting firms before joining the Authority.

GRET A HELM - Chief External Affairs Officer since November 2007. Prior to joining the Authority, Ms. Helm was Director of Government Relations and Planning for Santa Clara County Social Services Agency, where she was responsible for managing the coordination of media relations, community outreach, legislative/policy development, and management reporting. Prior to that, she served as Senior Policy Counsel in San Mateo County.

BILL LOPEZ - Chief Administrative Officer since April 2006. Prior to joining the Authority, Mr. Lopez spent 22 years with the City of San Diego, most recently as Director of Risk Management. Prior to that, Mr. Lopez served as the Deputy Director for the Operations and Maintenance Division, Metropolitan Wastewater Department, and the Labor Relations Officer for the City of San Diego City Manager’s Office.

GARY MISKELL - Chief Information Officer since December 2007. Prior to joining the Authority, Mr. Miskell was a Senior Director at Solectron Technology, managing the Global Information Technology Application organization. Prior to that Mr. Miskell directed the System Integration & Test Business Unit at Solectron Technology, which included the following functions: Materials Management, Engineering, Quality, Program Management/Sales, Marketing, Quotation and Manufacturing.

JOHN RISTOW - Chief Congestion Management Agency (“CMA”) Officer since October, 2007. Prior to his appointment as Chief CMA Officer, Mr. Ristow served as Deputy Director, Programming and Project Development for the Authority, where he was responsible for highway planning, environmental clearance, right of way and preliminary engineering phases for all Authority projects. Prior to joining the Authority, Mr. Ristow worked at the Riverside County Transportation and Land Management Agency where he managed the County’s Road and Bridge Benefit Districts and the countywide National Pollutant Discharge Elimination System program. Since joining the Authority in 1998, Mr. Ristow has managed the
completion of the Measure B Highway Program as well as highway projects funded through federal, State and local sources.

MARK ROBINSON - Chief Engineering and Construction Officer since November 2007. Mr. Robinson has been with the Authority for more than 28 years. Prior to his appointment as Chief Engineering and Construction Officer, Mr. Robinson served the Authority in many capacities, including light rail project manager and rail and facilities program manager, and has been involved in the implementation of large transit projects for the Authority.

DONALD SMITH - Chief Operating Officer since May 2006. Mr. Smith joined the Authority in April 2006 as Deputy Director, Operations. Mr. Smith has extensive experience in operations, management, and paratransit including 25 years at MBTA in Boston. Mr. Smith has also worked at SEPTA in Philadelphia and as a consultant in the private sector.

JOSEPH SMITH - Chief Financial Officer since January 2008. Mr. Smith has more than 28 years of transit finance experience. Prior to joining the Authority, Mr. Smith held a number of positions with the Regional Transportation District in Denver, Colorado, most recently as Senior Manager of Finance.

Employees

The Authority has approximately 1,970 employees of which approximately 94% are represented by unions. The Amalgamated Transit Union, Division 265 (the “ATU”), represents 1,354 employees (68.8% of total Authority employees), including mechanics and maintenance personnel, bus and light rail operators, dispatchers, and customer service representatives. The current agreement between the ATU and the Authority was executed in 2008 and expires on February 10, 2013. The Authority has not experienced any strikes.

The remaining represented employees consist of: members of Service Employees International Union, Local 521 (“SEIU Local 521”), representing 254 employees in technical, paraprofessional and administrative positions; members of American Federation of State, County and Municipal Employees, Local 101 (“AFSCME”), representing 210 employees in managerial, supervisory and other professional level positions; and members of Transit Authority Engineers and Architects (“TAEA”), representing 35 employees in engineering and architect positions. Each of these contracts expires on June 30, 2011, although VTA and the Unions are required to continue to observe many of the essential terms. The Authority is currently negotiating the terms of successor contracts with TAEA and AFSCME. The Authority and representatives from SEIU Local 521 have agreed to seek mediation, which is anticipated to result in a new agreement between the Authority and SEIU Local 521.

The Authority Transit System

The Authority Transit System consists of bus, light rail and other services that are funded from a variety of revenues, but primarily from sales tax revenues (see “Authority Revenues” herein).

Bus Transit Service. The Authority presently operates a bus system providing service to the approximately 346-square-mile urbanized portion of the County, a county of 1,300 square miles with a population of approximately 1.9 million. The Authority currently maintains an active fleet of 436 buses, including 321 diesel-powered, 45 unleaded gasoline-powered, and 70 hybrid-diesel-powered buses. The average age of these buses is eight years and the buses range from one to 13 years old. Buses are operated and maintained from 3 operating divisions and an Overhaul and Repair (“O&R”) facility: Cerone Operating Division, Don Pedro Chaboya Operating Division, North Operating Division and Cerone O&R Division. Along the bus routes, there are approximately 3,800 bus stops, 800 of which have bus shelters.
The Authority also maintains 11 park and ride lots – five owned by the Authority and the rest provided under a lease, permit or joint use agreement with other agencies.

**Light Rail Transit Service.** The Authority currently operates and maintains a 42-mile light rail system (the “LRT System”) connecting areas of Mountain View, Sunnyvale, Santa Clara, North San José and Milpitas to areas in South San José and Campbell. The Authority’s fleet consists of 99 low floor light rail vehicles and four historic trolleys. Currently, the LRT System has 62 stations and 21 park and ride lots, which are fully integrated with the bus system.

**Other Services.** The Authority provides funding for a portion of the operating and capital costs of the Caltrain commuter rail service. This commuter rail service is provided by the Peninsula Corridor Joint Powers Board (the “PCJPB”), which is composed of three member agencies: the Authority, the San Mateo County Transit District (“SamTrans”) and the City and County of San Francisco. There are 86 trains (including 22 Express trains) operating between San José Diridon Station and San Francisco each weekday, with 36 of these trains extended to the Tamien Station in San José. Connection to the Authority’s light rail system can be made at the Mountain View, San José Diridon, and Tamien Stations. Six peak-hour weekday trains extend south of Tamien station to Gilroy, three in the a.m. and three in the p.m. Hourly weekend service with four additional Express trains is operated between San José Diridon Station and San Francisco. Funding of operating costs is apportioned to each member agency of the PCJPB and is based upon morning peak period boardings in each county, currently approximately 41% for the Authority.

The Authority is also a member of the Capitol Corridor Joint Powers Authority (the “Capitol Corridor JPA”), which is composed of the Authority, the Sacramento Regional Transit District, the Placer County Transportation Planning Agency, the congestion management agencies of Solano and Yolo Counties and the San Francisco Bay Area Rapid Transit District (“BART”). The Capitol Corridor JPA provides intercity rail service between Sacramento and San José. 32 weekday trains run between Oakland and Sacramento, with 14 continuing to San José. Stops are located at stations in Auburn, Rocklin, Roseville, Sacramento, Davis, Suisun/Fairfield, Martinez, Richmond, Berkeley, Emeryville, Oakland (2), Hayward, Fremont, Santa Clara and San José. The Authority currently does not provide any funding for this service. Funding for the operating and capital costs of this service is provided by the State of California (the “State of California” or the “State”), federal grants and passenger fares. Pursuant to a contract with the Capitol Corridor JPA, BART manages the service and Amtrak operates the service on tracks owned by Union Pacific Railroad.

The Authority provides funding for a portion of the operating costs of the Altamont Commuter Express (“ACE”) pursuant to a cooperative agreement (the “ACE Agreement”) among the Authority, Alameda County Congestion Management Agency and the San Joaquin Regional Rail Commission (“SJRRC”). ACE rail service provides peak hour weekday commuter rail service from the Central Valley to the County. The rail line includes stops located in Stockton, Lathrop, Tracy, Livermore (2), Pleasanton, Fremont, Santa Clara and San José. Pursuant to the ACE agreement, funding of operating costs is based on Fiscal Year 2003 contributions, escalated annually by the consumer price index increases. The Authority’s share is approximately 42% of the cost of the service. The Authority also provides eight free shuttles to transport ACE riders from the Great America Station (Santa Clara) to major employment sites. These shuttles are funded by a grant from the Transportation Fund for Clean Air through the Bay Area Air Quality Management District and SJRRC.

The Authority provides funding for a portion of the operating costs of the Dumbarton Express, a transbay express bus route operating between the Union City BART station and Stanford Research Park in Palo Alto. A consortium comprised of representatives from the Alameda-Contra Costa Transit District (“AC Transit”), BART, the City of Union City, SamTrans, and the Authority fund the net operating costs of the service. Each member of the consortium pays a share of the operating expenses based on the origin and.
destination of the passengers as determined by an annual ridership survey (currently approximately 41% for the Authority). AC Transit manages and operates the service.

The Authority provides funding for a portion of the operating costs of the Highway 17 Express, an inter-county bus service, operating between Santa Cruz, Scotts Valley and downtown San José, through a cooperative arrangement between the Authority, the Santa Cruz Metropolitan Transit District (“Santa Cruz Metro”), the Capitol Corridor JPA and the California Department of Transportation (“CalTrans”). The Authority and Santa Cruz Metro share the majority of weekday net operating costs equally. The Capitol Corridor JPA and CalTrans provide funding for weekend and holiday service and costs associated with weekday trips not paid by the Authority and Santa Cruz Metro. Santa Cruz Metro manages and operates the service.

The Authority implemented a paratransit brokerage system in 1993, which operates throughout the Authority’s service area. Paratransit service is a specialized form of transportation operated for persons with disabilities who cannot use conventional public transit service. As an operator of bus and light rail service, the Authority is required under the Americans with Disabilities Act (the “ADA”) to ensure that paratransit service is provided to eligible individuals with disabilities. The level of service provided must be comparable, in terms of hours of service and area served, to the service provided by the bus and light rail system. The Authority does not directly provide paratransit service but contracts with Outreach and Escort, Inc. (“Outreach”), a paratransit broker service. Outreach determines and certifies qualified individuals for paratransit eligibility, receives and schedules trip requests, builds vehicle manifests, and contracts for services with taxi, sedan and accessible van service providers.

Under the Authority’s Rail Shuttle Program, the Authority offers financial support to shuttle bus services that operate between rail stations and nearby employment/activity centers. This service is operated by the Authority or through the employer using a private contractor. Currently the DASH and IBM/Hitachi shuttles are included in the program. Funding to operate this program is provided by the employers, the Authority and grants from the Transportation Fund for Clean Air Act through the Bay Area Air Quality Management District.

The Authority, in partnership with the City of San José, provides free Airport Flyer bus service connecting the Norman Y. Mineta San José International Airport terminals with the Authority’s Metro/Airport Light Rail Station and the Santa Clara Caltrain Station. The City of San José contributes approximately 26% to the net operating costs for this service, a reduction from 30% previously, with the Authority funding the remainder.

The Authority, Monterey-Salinas Transit (“MST”) and the Capitol Corridor JPA have entered into a Memorandum of Understanding to provide express bus service operating from Monterey to San José, funded by a federal Jobs Access Reverse Commute grant, the Capitol Corridor JPA and the Authority. The Line 55 Monterey-San José Express is managed and operated by MST and provides daily service with three round trips, covering commute times in the morning, mid-day and evening. The service provides passengers with transfers to and from Capitol Corridor trains that operate between San José-Oakland-Sacramento, Caltrain (including Baby Bullet express trips), and the Authority’s bus and light rail services. The service originates in downtown Monterey with other stops in Monterey County before stopping at the Gilroy Caltrain Station, Morgan Hill Caltrain Station, San José State University, downtown San José and the San José Diridon Station.

Authority Revenues

The Authority’s primary revenue sources include the 1976 Sales Tax and the 2000 Measure A Sales Tax, both as defined in the forepart of the Official Statement; the one-quarter of one percent (0.25%) sales
tax imposed pursuant to the California Transportation Development Act of 1971, as amended, described herein under the caption “Transportation Development Act Revenues,”; a portion of the revenues derived from the sales tax on diesel fuel purchases appropriated by the State Legislature to the State Transit Assistance Program (“STA”) for public transportation purposes, described herein under the caption “State Transit Assistance Program,” and passenger fares charged by the Authority.

1976 Sales Tax Revenues. The 1976 Sales Tax is the Authority’s single largest source of revenue for operations. The 1976 Sales Tax is collected by the State Board of Equalization (the “SBOE”). Pursuant to an agreement between the Authority and the SBOE, the SBOE remits revenues from the 1976 Sales Tax to the trustee for senior lien obligations secured by the Sales Tax (herein referred to as the “1976 Sales Tax Bond Trustee”) on a monthly basis. Pursuant to its procedures, the SBOE projects receipts of the 1976 Sales Tax on a quarterly basis and remits an advance of such receipts to the trustee each month based on such projection. During the last month of each quarter, the SBOE adjusts the amount remitted to reflect the actual receipts of the 1976 Sales Tax for the previous quarter less administration costs. After application for payment of the senior lien obligations and the junior lien obligations secured by the Sales Tax (herein referred to as the “1976 Sales Tax Obligations”), 1976 Sales Tax Revenues are budgeted to pay operating expenses and to pay capital expenditures where state or federal capital assistance programs require that the recipient of assistance contribute locally derived revenue.

2000 Measure A Sales Tax Revenues. The 2000 Measure A Sales Tax is also collected by the SBOE. Pursuant to an agreement between the Authority and the SBOE, the SBOE remits revenues from the 2000 Measure A Sales Tax to the trustee for obligations secured by the 2000 Measure A Sales Tax (herein referred to as the “2000 Measure A Sales Tax Bond Trustee”) on a monthly basis. Pursuant to its procedures, the SBOE projects receipts of the 2000 Measure A Sales Tax on a quarterly basis and remits an advance of such receipts to the 2000 Measure A Sales Tax Bond Trustee each month based on such projection. During the last month of each quarter, the SBOE adjusts the amount remitted to reflect the actual receipts of the 2000 Measure A Sales Tax for the previous quarter less administration costs. After application for payment of the senior lien obligations and the junior lien obligations, if any, secured by the 2000 Measure A Sales Tax herein referred to as the “2000 Measure A Sales Tax Obligations,” 2000 Measure A Sales Tax Revenues provide funding for operations and transit projects listed in the Authority’s Valley Transportation Plan. See “Authority Budgeted Revenues and Expenditures - Valley Transportation Plan.”

The 2000 Measure A Sales Tax secures the 2000 Measure A Sales Tax Obligations and is not pledged as a source of repayment for the 1976 Sales Tax Obligations and does not secure the 1976 Sales Tax Obligations.
The table set forth below shows the total amount of 1976 Sales Tax and 2000 Measure A Sales Tax received during the ten fiscal years ended June 30, 2010. As of March 31, 2011, Fiscal Year to date revenues for the 1976 Sales Tax Revenues is 8.7% higher than at the same period last year. The 2000 Measure A Sales Tax revenues are similarly 8.9% higher than last year. Full Fiscal Year 2011 data will be available during the third week in September 2011.

Santa Clara Valley Transportation Authority
Historical Sales Tax Revenues
Fiscal Years Ended June 30, 2001 - 2010

<table>
<thead>
<tr>
<th>Fiscal Year Ended June 30</th>
<th>1976 Sales Tax Revenues</th>
<th>Percentage Change</th>
<th>2000 Measure A Sales Tax(1)</th>
<th>Percentage Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>$183,540,308</td>
<td>10.1%</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2002</td>
<td>144,217,679</td>
<td>(21.4)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2003</td>
<td>132,632,377</td>
<td>(8.0)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2004</td>
<td>138,917,173</td>
<td>4.7</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2005</td>
<td>145,008,106</td>
<td>4.4</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2006</td>
<td>157,283,101</td>
<td>8.5</td>
<td>$38,169,934(2)</td>
<td>-</td>
</tr>
<tr>
<td>2007</td>
<td>163,675,750</td>
<td>4.1</td>
<td>161,360,552</td>
<td>-</td>
</tr>
<tr>
<td>2008</td>
<td>163,037,594</td>
<td>(0.4)</td>
<td>160,536,904</td>
<td>(0.5)%</td>
</tr>
<tr>
<td>2009</td>
<td>137,641,999</td>
<td>(15.6)</td>
<td>137,260,570</td>
<td>(14.5)</td>
</tr>
<tr>
<td>2010</td>
<td>140,036,709</td>
<td>1.7</td>
<td>139,305,038</td>
<td>1.5</td>
</tr>
</tbody>
</table>

(1) Differences between 1976 and 2000 Measure A Sales Tax revenues are to prior period adjustments.
(2) 2000 Measure A Sales Tax began April 1, 2006.

Transportation Development Act Revenues. Transportation Development Act Revenues (the “TDA Revenues”) are a State subsidy consisting of an allocation of State sales tax revenue under the California Transportation Development Act of 1971, as amended (the “TDA”), whereby a 0.25% levy of the State’s sales tax (net of collection costs) is made available for public transportation operating and capital expenses in the county in which the sales tax is collected. TDA Revenues are the Authority’s second largest source of revenue for operations and are separate and distinct from revenues derived from the 1976 Sales Tax and the 2000 Measure A Sales Tax.

TDA Revenues are apportioned, allocated and paid by the Metropolitan Transportation Commission (“MTC”), the regional planning organization for the nine-county San Francisco Bay Area. Under TDA regulations, MTC allocates approximately 11% of the TDA Revenues to fund community and paratransit service programs, facilities for the use of pedestrians and bicycles and the transportation planning and programming process. The Authority receives approximately three-fourth (75%) of this allocation. The remaining 89% of the TDA Revenues are allocated to operators who provide public transportation services in the County. As the only public transit service provider in the County, the Authority is eligible to receive the entire amount of the 89% allocation of TDA Revenues. TDA Revenues are available to the Authority in an amount up to 50% of the Authority’s operating budget, after deduction of the amount received from federal grants, provided that certain TDA eligibility requirements are met. The Authority, formerly known as the Santa Clara County Transit District, began operations in 1972 and has complied with TDA eligibility requirements since it began receiving TDA funds in 1973. In accordance with procedures and eligibility requirements set forth in the TDA, the Authority submits a request for TDA Revenues to MTC following MTC’s adoption of the next Fiscal Year’s revenue estimate. If MTC approves the request, MTC then directs the Controller of the County (in the case of the County, the County Treasurer) to release the TDA Revenues to the Authority. TDA Revenues are received by the County...
Treasurer and distributed to the Authority based on direction from MTC as collected and transmitted by the State.

The table set forth below shows the total amount of TDA Revenues for operations available from annual State sales tax collections in the County during the five Fiscal Years ended June 30, 2011. Fiscal Year 2011 data is preliminary and unaudited.

Santa Clara Valley Transportation Authority
Historical Transportation Development Act Revenues

<table>
<thead>
<tr>
<th>Fiscal Year Ended June 30</th>
<th>TDA Revenues for Operations Distributed to the Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>81,061,374</td>
</tr>
<tr>
<td>2008</td>
<td>83,546,655</td>
</tr>
<tr>
<td>2009</td>
<td>73,356,590</td>
</tr>
<tr>
<td>2010</td>
<td>65,800,680</td>
</tr>
<tr>
<td>2011</td>
<td>67,776,462</td>
</tr>
</tbody>
</table>

State Transit Assistance Program; Restructuring of State Transportation Funding. A portion of the revenues derived from the sales tax on diesel fuel purchases is appropriated by the State Legislature to the State Transit Assistance Program (“STA”) for public transportation purposes. These STA revenues are allocated to public transit agencies throughout the State based on population and operating revenues.

The Authority received STA Revenues since Fiscal Year 1980, with an interruption in Fiscal Year 2009 and Fiscal Year 2010, as explained below. STA Revenues have to be claimed by the Authority based on actual cash expenditures, normally on a quarterly basis. The table below shows STA Revenues received by the Authority for the five Fiscal Years ended June 30, 2011. Fiscal Year 2011 data is preliminary and unaudited.

Santa Clara Valley Transportation Authority
Historical State Transit Assistance Program Revenues

<table>
<thead>
<tr>
<th>Fiscal Year Ended June 30</th>
<th>STA Revenues Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$7,736,714</td>
</tr>
<tr>
<td>2007</td>
<td>22,320,559(1)</td>
</tr>
<tr>
<td>2008</td>
<td>19,021,666(1)</td>
</tr>
<tr>
<td>2009</td>
<td>6,482,858</td>
</tr>
<tr>
<td>2010</td>
<td>-0-</td>
</tr>
<tr>
<td>2011</td>
<td>15,304,141</td>
</tr>
</tbody>
</table>

(1) Includes one-time revenues representing a repayment of Prop 42 prior loans which had been diverted by the State in Fiscal Year 2004 and Fiscal Year 2005 and excess funds that are generated when gasoline prices increase at a faster rate than all other taxable items.

In February 2009, Governor Schwarzenegger and the Legislature approved a package of bills that made a series of mid-year revisions to the State budget for Fiscal Year 2009 and enacted the State budget.
for Fiscal Year 2010. As part of this package, funding for STA was eliminated for the third and fourth quarters of Fiscal Year 2009, and entirely for Fiscal Year 2010 through Fiscal Year 2013.

In March 2010, Governor Schwarzenegger signed into law a three-bill package that implements a complex swapping of state transportation funding sources that is intended to achieve roughly $1 billion in annual budget savings by relieving the State General Fund of the obligation of having to pay for transportation bond debt service. This restructuring of state transportation funding, which is embodied in ABX8 6, ABX8 9 and SB 70, calls for eliminating the state sales tax on gasoline, the sole revenue source for Proposition 42(1) and one of the revenue sources for the Public Transportation Account, and replacing it with a 17.3-cent increase in the per-gallon gasoline excise tax. This swap took effect on July 1, 2010. The revenues from the gasoline excise tax increase will be used to cover highway bond debt service and to provide money for the State Transportation Improvement Program (“STIP”), local streets and roads, and the State Highway Operation and Protection Program (“SHOPP”). The distribution of these revenues is structured to ensure that the STIP and local streets/roads will be allocated at least the same amount of money that they would have received under Proposition 42. Furthermore, the SBOE is required to adjust the gasoline excise tax rate on an annual basis, if necessary, in order to ensure that the swap does not result in a tax increase for consumers at the pump.

In the case of public transit, the package calls for retaining the State sales tax on diesel fuel for the Public Transportation Account. A one-time appropriation of $400 million has been made for STA to cover Fiscal Years ending June 30, 2010 and June 30, 2011. According to estimates prepared by the MTC, the Authority’s share is approximately $15.5 million. The State Controller’s Office allocated these funds to public transit agencies in late June of 2010, all of which have been received by the Authority.

Beginning in the Fiscal Year ending June 30, 2012, the state diesel sales tax rate will be increased to 6.75%, in conjunction with a corresponding drop in the per-gallon diesel fuel excise tax to ensure that consumers feel no impact at the pump. High-speed rail/transit bond debt service will have first call on the revenues generated by the diesel sales tax. Any remaining revenues will be split 75% to STA, and 25% to intercity rail and other miscellaneous state transit programs.

The elimination of state sales tax on gasoline does not affect the Authority’s local sales tax collections on gasoline.

In November 2010, California voters approved two ballot measures that impacted the swap. Proposition 22 put in place stronger protections that are intended to prevent the state from taking, diverting or borrowing local government and transportation money to address General Fund deficits. Proposition 26, among other things, prohibits the Legislature from engaging in the practice of using a simple majority vote to raise one tax while simultaneously reducing another, an approach that was used to enact the transportation funding swap.

In response, Assembly Bill 105 was enacted into law in March 2011 to ensure that all of the goals of the swap, both for the General Fund and for transportation, can be realized. This legislation re-enacted the transportation funding swap’s increases in both the gas tax and the diesel sales tax to prevent Proposition 26 from eliminating billions in revenues for state highways, local streets/roads and public transit. It also made the necessary statutory revisions to ensure that: (a) the distribution of revenues from

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(1) Proposition 42 was an initiative approved by the voters of the State of California in 2002 that required all sales and use tax revenues received by the State of California and derived for the sale, storage, use or other consumption of motor vehicle fuel be allocated to local transportation and put restrictions on when and how often such revenues could be diverted to the State General Fund.
the 17.3-cent gas tax increase will achieve the same fiscal results that were anticipated for state highways and local streets/roads when the swap was enacted; and (b) STA receives, at a minimum $350 million per year, as contemplated by the swap.

In June 2011, Governor Brown signed the Fiscal Year 2012 State budget into law. This budget estimates STA funding at $416.3 million for the fiscal year ending June 30, 2012, of which the Authority is projected to receive at least $13.3 million
### Ridership and Farebox, Advertising and Other Revenues.

The table set forth below shows the Authority’s ridership, farebox revenues, revenues from advertisements placed on the Authority’s vehicles and bus shelters and other revenues received by the Authority for the five Fiscal Years ended June 30, 2011. Fiscal Year 2011 data is preliminary and unaudited.

#### Santa Clara Valley Transportation Authority
#### Ridership and Farebox, Advertising and Other Revenues

<table>
<thead>
<tr>
<th>Fiscal Year Ended June 30</th>
<th>Number of Passengers(^{(1)})</th>
<th>Farebox, Advertising and Other Revenues Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>39,217,851</td>
<td>$36,925,269</td>
</tr>
<tr>
<td>2007</td>
<td>41,925,015</td>
<td>37,876,676</td>
</tr>
<tr>
<td>2008</td>
<td>43,555,049</td>
<td>38,052,724</td>
</tr>
<tr>
<td>2009</td>
<td>45,264,434</td>
<td>38,439,004</td>
</tr>
<tr>
<td>2010</td>
<td>41,733,376</td>
<td>38,830,000</td>
</tr>
<tr>
<td>2011(^{(2)})</td>
<td>41,409,630</td>
<td>40,025,881</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Directly operated services.

\(^{(2)}\) June 30, 2011, preliminary and unaudited.

In Fiscal Year 2010, system ridership decreased by approximately 7.8% from the prior year. In Fiscal Year 2011, through May 2011, rail ridership has increased 2.4%, while bus ridership has decreased 2.4%. The combined system ridership fell, but at a slower rate (-1.4%). While the Authority attributed the Fiscal Year 2010 decrease in ridership to reduced employment opportunities within the County, the more recent experience suggests improved employment opportunities and a more stable labor market conditions.

#### Other Revenues.
Federal guidelines established pursuant to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”), the successor to the Transportation Equity Act for the 21st Century, allow the Authority to claim grants under the Section 5307 Urbanized Area Formula Program (which are normally restricted to capital projects) for preventive maintenance costs. The Authority’s principal motivation in programming this source of capital grants for preventive maintenance is to accelerate cash flow, and thus improve its financial position. In addition to the above-described revenues, the Authority, from time to time, receives other state assistance that may be used to pay operating expenses and receives interest on its operating funds.

#### 2008 Measure B Sales Tax Revenues.
On November 4, 2008, over two-thirds of the voters in the County voting on such ballot measure approved Measure B (“2008 Measure B”), a 30-year one-eighth of one percent (0.125%) sales tax (the “2008 Measure B Sales Tax”). The imposition of the 2008 Measure B Sales Tax is contingent on the Authority’s ability to secure a Full Funding Grant Agreement from the Federal Transit Administration to support the BART Silicon Valley Program. Revenues for the 2008 Measure B Sales Tax will be dedicated to fund the operations and maintenance of the BART Silicon Valley Program extension. If imposed, the 2008 Measure B Sales Tax would not be pledged as a revenue source and would not secure 1976 Sales Tax Obligations or 2000 Measure A Obligations.

#### Authority Budgeted Revenues and Expenditures

The Authority’s budget is prepared biennially. The Adopted Budget for Fiscal Year ending June 30, 2012 and Fiscal Year ending June 30, 2013 (the “Budget”) was approved by the Board of Directors on June 2, 2011 and includes appropriations for operating expenditures in support of all activities under the
jurisdiction of the Authority’s Board, including bus and rail operations in the county, regional commuter and inter-city rail service, ADA Paratransit service, congestion management, specific highway improvement and other transportation projects, and county wide transportation planning and funding. If additional appropriations are necessary, budget figures are generally revised in January of each year.

A detailed discussion of the Budget related to the Authorities Measure A Program, congestion management, highway improvements and countywide transportation planning (all of which are funded from other sources of revenue than those discussed herein) is included in the budget document, which may be obtained directly from the Authority. The Fiscal Year 2012-2013 Draft Recommended Budget is currently available at http://www.vta.org/inside/budget/. The Adopted Budget document is expected to be available in September 2011. None of the information on such website is incorporated by reference herein. The remaining approved Budget amounts are in support of transit-related transportation projects, bus and rail operations in the County, and regional commuter and inter-city rail service.

The Budget was developed in a much different economic climate than the previous Biennial Budget. The FY 2010 and FY 2011 budget was developed amid a backdrop of economic distress, declining Sales Tax Revenues and evaporating State funding for transit operations. The current environment is one of an improved, if still somewhat tenuous, economic outlook: unemployment rates have decreased; sales tax revenues are experiencing positive growth; and ridership is showing signs of stabilizing. However, the VTA approach is to remain diligent in its ongoing efforts to contain costs and ensure that recurring expenditures do not outpace recurring revenues.

The Budget includes no change in the current fare structure, while reflecting a 3.5% increase from FY 2011 projected sales tax revenues, for Fiscal Year 2012, followed by a 5.8% increase in FY 2013, based on forecasts of economic activity from industry experts. The Budget includes $13.3 million per year in STA funding for FY 2012 and FY 2013.

**Transit System-Operating and Capital Budget.** The following table summarizes the Authority’s Adopted Operating and Capital Budget which supports activities related to the Authority’s Transit System. See “The Authority Transit System” herein. Additional information related to capital expenses is included in the Authority’s Short Range Transportation Plan. See “Authority Capital Improvement Programs – Short Range Transportation Plan” herein.

Financial results for the Fiscal Year ended June 30, 2011 are not available to date. The table will be updated as soon as results are available.
## Santa Clara Valley Transportation Authority
### Fiscal Years 2012 and 2013 – Summary of Transit System Revenues and Expenses
**(in Thousands)**

<table>
<thead>
<tr>
<th></th>
<th>Actual 2010</th>
<th>Actual 2011</th>
<th>Adopted Budget 2012</th>
<th>Adopted Budget 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Reserve Balance, July 1</strong></td>
<td>$46,045</td>
<td>$51,857</td>
<td>$54,595</td>
<td>$56,268</td>
</tr>
<tr>
<td>1976 Sales Tax Revenues</td>
<td>140,037</td>
<td>152,050</td>
<td>156,242</td>
<td>165,273</td>
</tr>
<tr>
<td>Other Operating and Non-Operating Revenues(^{(2)})</td>
<td>206,923</td>
<td>221,128</td>
<td>209,868</td>
<td>211,552</td>
</tr>
<tr>
<td>Federal Grants</td>
<td>9,207</td>
<td>47,027</td>
<td>24,391</td>
<td>418</td>
</tr>
<tr>
<td>Transit Security Grant Program (TSGP)(^{(3)})</td>
<td>1,780</td>
<td>1,937</td>
<td>4,994</td>
<td>4,994</td>
</tr>
<tr>
<td>State Grants – Prop 1B</td>
<td>3,344</td>
<td>11,929</td>
<td>21,977</td>
<td>3,080</td>
</tr>
<tr>
<td>Regional Measure 2 (RM2)(^{(4)})</td>
<td>2,155</td>
<td>1,379</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>14,361</td>
<td>7,912</td>
<td>21,629</td>
<td>11,785</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>377,807</td>
<td>443,362</td>
<td>439,101</td>
<td>397,102</td>
</tr>
<tr>
<td><strong>Total Available for Transit System Expenses</strong></td>
<td>423,852</td>
<td>495,219</td>
<td>493,696</td>
<td>453,370</td>
</tr>
<tr>
<td><strong>Transit System Operating Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directly Operated Transit Service</td>
<td>262,819</td>
<td>270,789</td>
<td>295,350</td>
<td>305,034</td>
</tr>
<tr>
<td>Other Expense</td>
<td>67,861</td>
<td>69,125</td>
<td>68,617</td>
<td>70,084</td>
</tr>
<tr>
<td><strong>Total Transit System Operating Expense</strong>(^{(2)})</td>
<td>330,680</td>
<td>339,914</td>
<td>363,967</td>
<td>375,118</td>
</tr>
<tr>
<td><strong>Transit System Capital Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Vehicles and Equipment</td>
<td>2,670</td>
<td>52,992</td>
<td>21,333</td>
<td>3,079</td>
</tr>
<tr>
<td>Non-Revenue Vehicles</td>
<td>25</td>
<td>2,299</td>
<td>1,931</td>
<td>-</td>
</tr>
<tr>
<td>Operations Facilities and Equipment</td>
<td>9,882</td>
<td>8,075</td>
<td>34,150</td>
<td>4,606</td>
</tr>
<tr>
<td>Passenger Facilities</td>
<td>2,849</td>
<td>598</td>
<td>5,734</td>
<td>6,516</td>
</tr>
<tr>
<td>Information Systems and Technology</td>
<td>7,895</td>
<td>3,030</td>
<td>4,706</td>
<td>2,938</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>7,527</td>
<td>3,190</td>
<td>5,136</td>
<td>3,136</td>
</tr>
<tr>
<td><strong>Total Transit Capital Expense</strong>(^{(5)})</td>
<td>30,847</td>
<td>70,184</td>
<td>72,990</td>
<td>20,277</td>
</tr>
<tr>
<td><strong>Total Transit System Operating &amp; Capital Expenses</strong></td>
<td>361,527</td>
<td>410,098</td>
<td>436,958</td>
<td>395,395</td>
</tr>
<tr>
<td>Transit Operating Reserves in Excess of 15% transferred to Debt Reduction Fund</td>
<td>(10,468)</td>
<td>(30,526)</td>
<td>(470)</td>
<td>(1,707)</td>
</tr>
<tr>
<td><strong>Ending Balance – Transit Operating Reserve</strong></td>
<td>$51,857</td>
<td>$54,595</td>
<td>$56,268</td>
<td>$56,268</td>
</tr>
</tbody>
</table>

(See Footnotes on the following page.)
Footnotes continued from previous page.)

(1) Projection as of August 19, 2011

(2) For a general line item detail of operating and non-operating revenues as well as operating expenses, see the Draft Recommended Fiscal Year ending June 30, 2012 and Fiscal Year ending June 30, 2012 Budget which may be obtained directly from the Authority, currently available at http://www.vta.org/inside/boards/packets/2011/06_jun/bod_060211_packet.pdf, pp. 454-571

(3) TSGP provides grant funding to the nation’s key high-threat urban areas to enhance security measures for their critical transit infrastructure including bus, rail and ferry systems.

(4) In March 2004, voters passed RM2, raising the toll on the seven State-owned toll bridges in the San Francisco Bay Area by $1.00. This extra dollar is to fund various transportation projects within the region that have been determined to reduce congestion or to make improvements to travel in the toll bridge corridors, as identified in SB 916 (Chapter 715, Statutes of 2004). Specifically, RM2 establishes the Regional Traffic Relief Plan and identifies specific transit operating assistance and capital projects and programs eligible to receive RM2 funding.

(5) Transit projects included in the two year budget cycle are part of an overall 10-year capital improvement plan (see Authority Capital Improvement Plan – Short Range Transportation Plan” herein) that supports the Authority’s Transit System (see “Transit System” herein). The capital portion of the Transit Budget funds and augments 38 transit projects in an amount of $100.4 million over the two year budget period.

Authority Capital Improvement Programs

The Authority is committed to facilitating and providing enhanced customer focus, improved mobility and access for the community and integrated transportation and land use planning, while maintaining financial stability. Based on these commitments, the Authority has embarked on the extensive capital programs described below under “Valley Transportation Plan” and “Short Range Transportation Plan.”

Valley Transportation Plan.

As the designated Congestion Management Agency for the County, the Authority is responsible for preparing the County’s long-range countywide transportation plan. In August 2000, the Authority’s Board of Directors adopted the Valley Transportation Plan 2020 (as revised, from time to time, the “Valley Transportation Plan”) to satisfy this requirement. The Board of Directors adopted the current revision of the Valley Transportation Plan, Valley Transportation Plan 2035 in January 2009. The Valley Transportation Plan is a long-range transportation planning document which does not set priorities or schedules for project completion. The Valley Transportation Plan encompasses a set of investments through 2035 that offers improvements and manages the existing roadway network with an expanded high-occupancy vehicle (“HOV”) system, improved interchanges and freeway-to-freeway connector ramps, and freeway upgrades.

The Valley Transportation Plan also includes investments in transit improvements, including the BART Silicon Valley Program, consisting of the extension of the BART system to Milpitas, San José, and Santa Clara, a new light rail line that will serve Capitol Expressway, and a transit improvement (Bus Rapid Transit or Light Rail) on the Santa Clara/Alum Rock Corridor where the Authority’s highest concentration of transit riders live. The primary source of funding for transit improvements included in the Valley Transportation Plan is the 2000 Measure A Sales Tax.

Short Range Transportation Plan.

As a transit operator, the Authority prepares a complete Short Range Transit Plan (“SRTP”) every four years and a “mini-SRTP” every year as required by MTC and the Federal Transit Administration (“FTA”). The SRTP is used as documentation to support projects included in the Regional Transportation Plan (“RTP”) prepared by MTC. Both the FTA and MTC use the SRTP as the detailed planning justification required for awarding operating and capital grants to the Authority. The Authority’s most recent SRTP for the Fiscal Years 2010-2019 was adopted by the Board of Directors in February 2010. An updated SRTP is currently scheduled for the first quarter of calendar 2012.
There are two Capital Improvement Programs included in the SRTP: the Authority’s Core System Capital Improvement Program (“Core CIP”) and the 2000 Measure A Program (“Measure A CIP”). For a discussion on the Measure A CIP, refer to the Authority’s Short Range Transit Plan, which may be obtained from the Authority or downloaded from http://www.vta.org/studies/. The information set forth on such website is not incorporated by reference herein. The CIPs are funded by a combination of federal, State and local regional funding as well as bonds secured by the Authority’s sales tax revenues.

The Core CIP includes routine bus replacement needs, facility rehabilitation, bus facilities, technology upgrades, security, rehabilitation needs of the light rail system and system enhancements. The Core CIP includes two tiers of projects. Tier 1 projects are those projects essential to the maintenance of the system, funded by a combination of federal, State and local funding, including bonds secured by the 1976 Sales Tax Revenue. Tier 2 projects are enhancements to the Authority’s existing system for which no additional funding has yet been identified. The following table represents a summary of the Tier 1 Projects included in the Core CIP.

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Fiscal Years</th>
<th>2010-2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Vehicles and Equipment</td>
<td></td>
<td>$289,743</td>
</tr>
<tr>
<td>Operations Facilities and Equipment</td>
<td></td>
<td>32,969</td>
</tr>
<tr>
<td>Light Rail System Maintenance &amp; Enhancement</td>
<td></td>
<td>142,720</td>
</tr>
<tr>
<td>Passenger Facilities</td>
<td></td>
<td>11,581</td>
</tr>
<tr>
<td>Information Systems and Technology</td>
<td></td>
<td>21,163</td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>32,672</td>
</tr>
<tr>
<td>Miscellaneous Projects</td>
<td></td>
<td>46,513</td>
</tr>
<tr>
<td><strong>Total Program Project Costs</strong></td>
<td></td>
<td><strong>$577,361</strong></td>
</tr>
</tbody>
</table>

Funding for the Core CIP includes grant (federal, State and regional) funding of $392 million and financing of $198 million. The remaining portion is funded from Authority local funds. The 2000 Measure A Sales Tax does not provide funding for the Core CIP.

**Significant Accounting Policies**

The Authority follows the accrual basis of accounting and the economic resources exchange measurement focus. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. See Appendix B – “Audited Financial Statements of the Santa Clara Valley Transportation Authority for Fiscal Year Ended June 30, 2010 – Note 2 – Summary of Significant Accounting Policies,” which includes a more detailed explanation regarding the Authority’s significant accounting policies.

**Financial Results**

Financial results for the Fiscal Year ended June 30, 2011 are not available to date. The following section, including the referenced table and the following Management’s Discussion of Financial Results will be updated as soon as results are available.
The table on the following page summarizes the Statement of Revenues, Expenses and Changes in Fund Net Assets for the Enterprise Fund of the Authority for the five Fiscal Years ended June 30, 2011. The summary statements are presented in accordance with generally accepted accounting principles (“GAAP”). Data for the Fiscal Years ended June 30, 2007 through June 30, 2010 is excerpted from the audited financial statements of the Authority and is qualified in its entirety by reference to such statements, including the notes thereto. Data for the Fiscal Year ended June 30, 2011 is preliminary and unaudited. For the audited financial statements of the Authority for the Fiscal Year ended June 30, 2010, see Appendix B – “Audited Financial Statements of the Santa Clara Valley Transportation Authority for Fiscal Year Ended June 30, 2010.” Totals may not add due to independent rounding.
# Santa Clara Valley Transportation Authority

## Statements of Revenues and Expenses

### Fiscal Years Ended June 30, 2011

(In Thousands)

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger fares</td>
<td>$35,242</td>
<td>$35,830</td>
<td>$36,184</td>
<td>$36,857</td>
<td>38,106</td>
</tr>
<tr>
<td>Advertising and other</td>
<td>2,634</td>
<td>2,223</td>
<td>2,255</td>
<td>1,973</td>
<td>1,908</td>
</tr>
<tr>
<td><strong>Total operating revenues</strong></td>
<td>$37,876</td>
<td>$38,053</td>
<td>$38,439</td>
<td>$38,830</td>
<td>40,014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>126,387</td>
<td>131,732</td>
<td>134,181</td>
<td>129,803</td>
<td>129,291</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>116,723</td>
<td>108,422</td>
<td>111,969</td>
<td>116,736</td>
<td>119,082</td>
</tr>
<tr>
<td>Materials and supplies</td>
<td>28,398</td>
<td>31,513</td>
<td>27,097</td>
<td>26,216</td>
<td>29,765</td>
</tr>
<tr>
<td>Services</td>
<td>27,943</td>
<td>27,098</td>
<td>22,777</td>
<td>18,345</td>
<td>18,116</td>
</tr>
<tr>
<td>Utilities</td>
<td>6,638</td>
<td>6,867</td>
<td>6,869</td>
<td>6,718</td>
<td>6,787</td>
</tr>
<tr>
<td>Casualty and liability</td>
<td>3,856</td>
<td>5,278</td>
<td>5,818</td>
<td>4,688</td>
<td>4,962</td>
</tr>
<tr>
<td>Purchased transportation</td>
<td>28,132</td>
<td>28,392</td>
<td>27,974</td>
<td>24,245</td>
<td>20,768</td>
</tr>
<tr>
<td>Leases and rentals</td>
<td>112</td>
<td>420</td>
<td>3,499</td>
<td>2,217</td>
<td>495</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>1,821</td>
<td>1,856</td>
<td>1,966</td>
<td>1,461</td>
<td>1,313</td>
</tr>
<tr>
<td>Costs allocated to capital and other programs²</td>
<td>(35,159)</td>
<td>(39,691)</td>
<td>(39,628)</td>
<td>(33,989)</td>
<td>(31,312)</td>
</tr>
<tr>
<td><strong>Total operating expenses, excluding depreciation</strong></td>
<td>$304,851</td>
<td>$301,887</td>
<td>$302,522</td>
<td>$296,440</td>
<td>$299,276</td>
</tr>
<tr>
<td><strong>Operating loss before depreciation</strong></td>
<td>(266,975)</td>
<td>(263,834)</td>
<td>(264,083)</td>
<td>(257,610)</td>
<td>(258,853)</td>
</tr>
<tr>
<td><strong>Depreciation Expense:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total depreciation expense</strong></td>
<td>51,022</td>
<td>53,292</td>
<td>51,762</td>
<td>51,378</td>
<td>55,060</td>
</tr>
<tr>
<td><strong>Operating loss</strong></td>
<td>(317,997)</td>
<td>(317,126)</td>
<td>(315,845)</td>
<td>(308,988)</td>
<td>(314,313)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-operating revenues (expenses):</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1976 Sales Tax Revenue</td>
<td>163,676</td>
<td>163,038</td>
<td>137,642</td>
<td>140,037</td>
<td>152,050</td>
</tr>
<tr>
<td>Measure A Sales Tax Revenues (³)</td>
<td>161,361</td>
<td>160,537</td>
<td>137,261</td>
<td>139,305</td>
<td>151,518</td>
</tr>
<tr>
<td>Federal operating grants and reimbursements</td>
<td>35,514</td>
<td>22,425</td>
<td>33,449</td>
<td>59,101</td>
<td>48,073</td>
</tr>
<tr>
<td>State and local operating grants and reimbursements</td>
<td>104,917</td>
<td>104,080</td>
<td>81,488</td>
<td>67,833</td>
<td>95,579</td>
</tr>
<tr>
<td>Caltrain subsidy and Capital contributions to other agencies</td>
<td>(22,509)</td>
<td>(34,747)</td>
<td>(58,504)</td>
<td>(97,592)</td>
<td>(80,917)</td>
</tr>
<tr>
<td>Altamont Commuter Express Subsidy</td>
<td>(2,542)</td>
<td>(2,621)</td>
<td>(2,707)</td>
<td>(2,708)</td>
<td>(2,706)</td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>11,304</td>
<td>20,370</td>
<td>15,341</td>
<td>5,764</td>
<td>10,867</td>
</tr>
<tr>
<td>Interest expense &amp; Other Bond Fees</td>
<td>(13,672)</td>
<td>(12,214)</td>
<td>(11,651)</td>
<td>(20,583)</td>
<td>(27,965)</td>
</tr>
<tr>
<td>Other (expense)/Income, net (⁴)</td>
<td>(2,234)</td>
<td>243</td>
<td>(2,061)</td>
<td>(4,192)</td>
<td>(3,995)</td>
</tr>
<tr>
<td><strong>Total non-operating revenues, net</strong></td>
<td>435,815</td>
<td>421,111</td>
<td>330,258</td>
<td>286,965</td>
<td>342,346</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Change in net assets, before capital contributions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Contributions</td>
<td>117,818</td>
<td>103,985</td>
<td>14,413</td>
<td>(22,024)</td>
<td>28,033</td>
</tr>
<tr>
<td><strong>Net income (loss)⁵</strong></td>
<td>$317,817</td>
<td>$257,428</td>
<td>$96,588</td>
<td>$70,570</td>
<td>208,986</td>
</tr>
</tbody>
</table>

---

¹ Preliminary, unaudited as of August 18, 2011.

² Represents a credit for direct and indirect labor and associated fringe benefits, reproduction and mileage costs and other costs that were capitalized as construction in progress. See Note 2(k) to the audited financial statements of the Authority attached hereto as Appendix B.

³ Collection of 2000 Measure A Sales Tax started in April 2006.

95163972.2

A-17
(4) Includes miscellaneous revenues such as permit fees, parking citations, property rentals and miscellaneous expenses such as costs related to express services, freight shipping and other bond related expenses associated with liquidity and remarketing fees.
(5) Net income (loss) is funded from reserves and presented in accordance with GAAP.

Management’s Discussion of Financial Results

In response to declines in FY 2009 Sales Tax Revenues and alarming deficit projections subsequent to adoption of the FY 2010 and FY 2011 Biennial Budget, the Authority’s Board of Directors approved several budget reduction strategies in December 2009 to address the FY 2010 and FY 2011 projected budget shortfall. Strategies implemented during the two year budget period included an 8% reduction in transit service, an increase in fares, and continued ongoing efforts to control costs (including mandatory unpaid furlough days and wage freezes for all administrative) and enhance operational efficiencies.

The financial results of Fiscal Years ended June 30, 2010 and June 30, 2011 reflect the overall success of the Authority’s plan to aggressively and appropriately respond to the worst recession since World War II and the impact it had on the local economy. In both years, the Authority ended the fiscal year with revenues in excess of transit operating costs, allowing the Authority to fully fund its policy level operating reserve of 15%.

Authority Obligations

Obligations Secured by the 1976 Sales Tax. The following table sets forth the senior lien obligations secured by the Authority’s 1976 Sales Tax Revenues.

<table>
<thead>
<tr>
<th>Original Principal Amount</th>
<th>Principal Amount Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax Revenue Refunding Bonds, 2008 Series A, Series B and Series C(1)</td>
<td>$168,585,000</td>
</tr>
<tr>
<td>Sales Tax Revenue Refunding Bonds, 2007 Series A</td>
<td>26,275,000</td>
</tr>
</tbody>
</table>

(1) The Authority has entered into interest rate swap agreements in connection with these bonds. A description of the swaps is included in Note 7(d) of the Authority’s audited financial statements attached hereto as Appendix B.
(2) A portion of these bonds was previously refunded and defeased.
Obligations Secured by the 2000 Measure A Sales Tax. The following table sets forth the outstanding obligations secured by the Authority’s 2000 Measure A Sales Tax Revenues.

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Principal Amount</th>
<th>Principal Amount Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax Revenue Refunding Bonds, 2008 Series A, Series B, Series C and Series D(^{(1)})</td>
<td>$236,730,000</td>
<td>$235,875,000</td>
</tr>
<tr>
<td>Sales Tax Revenue Refunding Bonds, 2007 Series A</td>
<td>120,095,000</td>
<td>117,665,000</td>
</tr>
<tr>
<td>Sales Tax Revenue Bonds, 2010 Measure A</td>
<td>645,890,000</td>
<td>645,890,000</td>
</tr>
</tbody>
</table>

\(^{(1)}\) The Authority has entered into interest rate swap agreements in connection with the 2008 series bonds. A description of the swaps is included in Note 7(d) of the Authority’s audited financial statements attached hereto as Appendix B.

Leveraged Lease Transactions. The Authority has outstanding five tax-advantaged leveraged lease transactions encumbering certain light rail vehicles. These transactions involve a lease of the Authority’s interest in these vehicles to special purpose trusts formed by equity investors and a leaseback to the Authority. Two of these transactions involving rail vehicles with an aggregate value of $92.3 million were entered into in 1998 and have lease expiration dates of 2015 and 2017 (the “1998 Leases”). Three of these transactions involving rail vehicles with an aggregate value of $181.2 million were entered into in 2003 and have lease expiration dates of 2027 and 2034 (the “2003 Leases” and, collectively with the 1998 Leases, the “Leases”).

Under the Leases, the Authority is required to make annual rental payments to the special purpose trusts. The Authority also has a purchase option at the end of each Lease term. The funding for those rental payments and the purchase options, if exercised, derives from various deposits, payment agreements with certain financial institutions (“payment undertakers”) and U.S. Government and Agency securities entered into or purchased at the outset of each Lease, as the case may be. In addition, early termination payments, if any, under the Leases are guaranteed by surety providers.

The Authority is required to replace the payment undertakers and surety providers if their credit ratings fall below certain thresholds. Failure to replace such undertakers and surety providers within specified time frames could trigger a technical default which, if uncur, could cause an early termination at a substantial penalty to the Authority.

The Authority is in full compliance with the 1998 Leases. The 2003 Leases involve American International Group Inc. (“AIG”) and Ambac Assurance Corp. (“Ambac”) as surety providers, whose ratings have fallen below the required minimum ratings. With respect to the 2003 Lease involving Ambac, the Authority entered into a collateral delivery and pledge agreement with the equity investor and statutory trust whereby the Authority’s obligation to replace Ambac was waived, assuming the Authority continues to post collateral in the form of marketable securities for the benefit of the equity investor and statutory trust in accordance with that agreement. That agreement allows the Authority to hold the collateral on its books and provides for the Authority to receive the income from that collateral. With respect to the 2003 Lease involving AIG, the equity investor has provided forbearance letters to the Authority and has not threatened termination. All payments with respect to the Leases have been made in full and on a timely basis.

Litigation

The Authority has reserved amounts that its management believes are adequate to provide for claims and litigation which have arisen during the normal course of business. Other claims and litigation are outstanding for which the Authority cannot determine the ultimate outcome and resulting liability, if any. However, the Authority’s management believes the ultimate outcome of these claims and lawsuits will not significantly impact the Authority’s financial position.

Investments and Investment Policy

The information presented in this section is a general description only and is not intended to be and does not purport to be a complete description of the Authority’s Investment Policy. Reference is made to the full text of the Authority’s Investment Policy for a complete description of the terms thereof, which is available from the Authority upon request.

Amounts held in funds and accounts established pursuant to the Indenture will be invested as provided in the Indenture, and as may be further restricted by the Authority’s Investment Policy (the “Investment Policy”), adopted by the Board of Directors on April 4, 1996, as amended by the Board of Directors on December 14, 2000 and February 6, 2003, and most recently reaffirmed on February 5, 2009. The Investment Policy covers all funds (other than any Amalgamated Transit Union Pension Funds) and investment activities under the direction of the Authority.

The Investment Policy has three primary objectives, listed below in descending order of priority:

1. **Safety.** Safety of principal is the foremost objective of the Investment Policy. The Authority’s investments shall be undertaken in a manner that seeks to ensure the preservation of capital.

2. **Liquidity.** The Authority’s investment portfolio shall remain sufficiently liquid to enable the Authority to meet its cash flow requirements.

3. **Return on Investment.** The Authority’s investment portfolio shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations.

Listed below are the investments specifically permitted in the Investment Policy, together with the maximum share of the total Authority portfolio that each type of investment may comprise:
### Investment

<table>
<thead>
<tr>
<th>Investment</th>
<th>Maximum % of Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Treasury Obligations</td>
<td>100%</td>
</tr>
<tr>
<td>Obligations of Federal Agencies and U.S. Government-Sponsored Enterprises</td>
<td>100%</td>
</tr>
<tr>
<td>State of California Obligations</td>
<td>30%</td>
</tr>
<tr>
<td>Bankers’ Acceptances</td>
<td>40%</td>
</tr>
<tr>
<td>Commercial Paper not to exceed 180 days rated “A-1/P-1”</td>
<td></td>
</tr>
<tr>
<td>if weighted average maturity of all paper is 31 days or more</td>
<td>25%</td>
</tr>
<tr>
<td>if weighted average maturity of all paper is less than 31 days</td>
<td>15%</td>
</tr>
<tr>
<td>Negotiable Certificates of Deposit</td>
<td>30%</td>
</tr>
<tr>
<td>Repurchase Agreements</td>
<td>100%</td>
</tr>
<tr>
<td>Reverse Repurchase Agreements</td>
<td>20%</td>
</tr>
<tr>
<td>Medium Term Notes</td>
<td>30%</td>
</tr>
<tr>
<td>Savings and Money Market Accounts</td>
<td>15%</td>
</tr>
<tr>
<td>Mortgage and Asset-Backed Obligations</td>
<td>20%</td>
</tr>
<tr>
<td>Mutual Funds</td>
<td>15%</td>
</tr>
<tr>
<td>State of California Local Agency Investment Fund (LAIF)</td>
<td>Maximum limit by law ($50 million)</td>
</tr>
<tr>
<td>Santa Clara County Investment Pool</td>
<td>100%</td>
</tr>
</tbody>
</table>

Prohibited investments include inverse floaters, range notes, interest-only strips that are derived from a pool of mortgages, any security that could result in zero interest accrual if held to maturity and any security with an unusually high degree of interest rate sensitivity or credit risk.

#### Issuer/Credit Diversification:

- Any one federal agency or government sponsored enterprise: 25%
- Any one repurchase agreement or other collateralized counterparty name: 10%
- Any one corporation, bank, local agency, or other name: 5%

### Risk Management

**General.** The Authority is self-insured for general liability claims (up to $3 million) and workers’ compensation claims. Estimated losses on claims other than workers’ compensation claims are charged to expense in the period the loss is determinable. Estimated losses for workers’ compensation claims are charged to expense as a percentage of labor in each accounting period. The costs incurred for workers’ compensation (“Worker’s Compensation”) and general liability (“General Liability”) (including estimates for claims incurred but not yet reported) are reported on the Authority’s Internal Service Fund (the “Internal Service Fund”), an Authority fund used to account for activities that provide goods or services to other Authority funds, departments, or other governments, on a cost reimbursement basis, based on an actuarial determination of the present value of estimated future cash payments. See Note 2(a) to the audited financial statements of the Authority attached as Appendix B to the Remarketing Memorandum.

**Workers’ Compensation and General Liability.** The claim processing function is performed by third-party administrators. The Authority’s annual contribution to the General Liability is based on a budgeted self-insured expense amount. Contributions to the Workers’ Compensation fund occur every pay period. Actuarial studies for both activities are obtained on an annual basis.

A draft actuarial analysis as of June 30, 2011, dated July 6, 2011, disclosed that the present values of estimated outstanding losses, at 4% average discount rate using a 60% confidence level, are $16.1 million and $3.4 million for Workers’ Compensation and General Liability, respectively. The Authority has funded reserves in amounts sufficient to cover these liabilities. This actuarial analysis reflects the enactment of State Assembly Bill 749 (“AB 749”), State Senate Bill 228 (“SB 228”) and State Senate Bill
AB 749 increased the cost of indemnity benefits, whereas SB 228 and SB 899 have reduced the cost of medical and indemnity benefits. On February 3, 2009, the Workers Compensation Appeal Board issued two en banc decisions relating to SB 899. As a result of those decisions, the Workers Compensation Insurance Rating Bureau of California estimated the impact on overall claims cost to be at least 5.8% on claims filed between January 1, 2005 and February 3, 2009. The actuarial analysis includes a 5.8% unpaid provision for such claims. The accrued liabilities for Workers’ Compensation and General Liability claims were based on the actuarial estimates. It is Authority’s practice to obtain full actuarial studies annually.

Changes in the balance of Workers’ Compensation and General Claims Liabilities for the two Fiscal Years ended June 30, 2011, are as follows (in thousands):

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unpaid Claims as of June 30, 2009</td>
<td>22,325</td>
</tr>
<tr>
<td>Provisions for claims and claim adjustment expenses</td>
<td>5,726</td>
</tr>
<tr>
<td>Payment for claims and other adjustments</td>
<td>(6,114)</td>
</tr>
<tr>
<td>Unpaid claims as June 30, 2010</td>
<td>$21,937</td>
</tr>
<tr>
<td>Provision for claims and claim adjustment expense</td>
<td>5,879</td>
</tr>
<tr>
<td>Change in estimates for provision for future claims</td>
<td>(5,962)</td>
</tr>
<tr>
<td>Payment for claims and other adjustments</td>
<td>(4,658)</td>
</tr>
<tr>
<td>Unpaid claims as June 30, 2011</td>
<td>17,189</td>
</tr>
</tbody>
</table>

Insurance. The Authority is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors, and omissions; injuries to employees; injuries to the public; and natural disasters. For additional information on worker’s compensation and general liability, see “Risk Management - Worker’s Compensation and General Liability” above.

Coverage provided by self-insurance, insurance and excess insurance as of July 1, 2011, is shown below:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Self-Insurance/ Deductible</th>
<th>Excess Coverage (in aggregate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ compensation</td>
<td>Self-Insured</td>
<td>None</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$3,000,000</td>
<td>$47,000,000 per occurrence</td>
</tr>
<tr>
<td>Public Officials liability</td>
<td>Self-Insured</td>
<td>$47,000,000</td>
</tr>
<tr>
<td>Excess public entity liability</td>
<td>$3,000,000</td>
<td>$47,000,000</td>
</tr>
<tr>
<td>Property, boiler, and machinery</td>
<td>$100,000</td>
<td>$70,000,000 combined blanket limit</td>
</tr>
<tr>
<td>National Flood Insurance</td>
<td>$5,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>(eligible locations)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Light rail vehicles, includes spare parts coverage, no earthquake coverage</td>
<td>$250,000</td>
<td>$20,000,000/maximum loss limit per year(^{(1)})</td>
</tr>
<tr>
<td>Buses</td>
<td>$100,000</td>
<td>$20,000,000/maximum loss limit per year(^{(1)})</td>
</tr>
<tr>
<td>Hybrid Buses</td>
<td>$150,000</td>
<td>Included in the $20,000,000 with buses(^{(1)})</td>
</tr>
<tr>
<td>Community Buses</td>
<td>$75,000</td>
<td>Included in the $20,000,000 with buses(^{(1)})</td>
</tr>
<tr>
<td>Mobile Equipment</td>
<td>$25,000</td>
<td>Included in the $20,000,000 with buses</td>
</tr>
</tbody>
</table>

\(^{(1)}\) Additional $30,000,000 excess coverage applied on catastrophic losses on Buses and Light rail vehicles while parked in Yard.
Pension and Retirement Plans

Santa Clara Valley Transportation Authority Amalgamated Transit Union, Local 265 Pension Plan. All ATU employees are covered by the Santa Clara Valley Transportation Authority Amalgamated Transit Union, Local 265 Pension Plan (“ATU Plan”). The ATU Plan is a noncontributory single-employer defined benefit pension plan. The ATU Plan provides retirement, disability, and death benefits based on the employees’ years of service, age, and final compensation. As of January 1, 2011, there were 2,633 members of the ATU Plan. Employees with ten (10) or more years of service are entitled to full annual pension benefits beginning at age 65. Employees with less than ten (10) but at least five (5) years of service are entitled to a reduced annual benefit at age 65 provided that the Pension Board approves such benefit. Employees with fifteen (15) or more years of service are entitled to full annual pension benefits beginning at age 55. The ATU Plan permits early retirement if an employee becomes disabled after ten (10) or more years of service, and deferred vested retirement upon employee termination after ten (10) or more years of service, with benefits payable at age 65. Employees may elect to receive their benefits in the form of a joint or survivor annuity. These benefit provisions and all other requirements are established by State statute and the labor agreement with the ATU. The following actuarial methods and assumptions are based on a report dated January 1, 2011.

Actuarial Methods and Assumptions:

<table>
<thead>
<tr>
<th>Description</th>
<th>Methods/Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation Date</td>
<td>January 1, 2011</td>
</tr>
<tr>
<td>Actuarial cost method</td>
<td>Aggregate Entry Age Normal</td>
</tr>
<tr>
<td>Amortization method</td>
<td>Level dollar open</td>
</tr>
<tr>
<td>Remaining amortization period</td>
<td>20 years</td>
</tr>
<tr>
<td>Asset Valuation Method</td>
<td>Market value less unrecognized investment gains or losses during the prior four years, phased in at 20% per year, subject to a minimum of 80% and a maximum of 120% of market value</td>
</tr>
<tr>
<td>Actuarial Assumptions</td>
<td></td>
</tr>
<tr>
<td>Investment Rate of Return</td>
<td>8.00%</td>
</tr>
<tr>
<td>Projected Salary Increases</td>
<td>22.13% for the first three years of service, 3.76% thereafter (includes inflation at CPI rate of 3.50%)</td>
</tr>
<tr>
<td>Consumer Price Index (CPI)</td>
<td>3.50% per year</td>
</tr>
<tr>
<td>Costs of living adjustments</td>
<td>None</td>
</tr>
</tbody>
</table>

Pursuant to ATU Plan policy, assets are required to be invested in accordance with an investment program which provides for the financial needs of the ATU Plan and allows for such investments to be appropriately diversified and prudently invested to protect the safety of the principal and to maintain a reasonable return. ATU Plan investment guidelines are set forth below:
### Asset Allocation

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Range</th>
<th>Actual(^{(1)})</th>
<th>Ongoing Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Fixed Income</td>
<td>28-38%</td>
<td>32%</td>
<td>33%</td>
</tr>
<tr>
<td>Domestic Large-Cap Value</td>
<td>12-22%</td>
<td>19</td>
<td>17</td>
</tr>
<tr>
<td>Domestic Large-Cap Index</td>
<td>8-18%</td>
<td>15</td>
<td>13</td>
</tr>
<tr>
<td>Domestic Small-Cap Value</td>
<td>2-12%</td>
<td>9</td>
<td>7</td>
</tr>
<tr>
<td>International Equity Developing Markets</td>
<td>9-19%</td>
<td>16</td>
<td>14</td>
</tr>
<tr>
<td>International Emerging Markets</td>
<td>2-10%</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>US Core Real Estate</td>
<td>5-15%</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>Cash</td>
<td>0-5%</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

\(^{(1)}\) As of May 31, 2011.

The Authority contributes to the ATU Plan at actuarially determined rates applied to eligible payroll sufficient to maintain funding of vested benefits. Actuarial rates are determined on the basis of the previous calendar year data for implementation in the following fiscal year, beginning on July 1 of that year. Such contribution includes an amortized amount of the unfunded accrued actuarial liability (“UAAL”) as well as current year normal costs. Totals of the actual cost and the amortized cost of the UAAL equal the actuarial rate that would liquidate the UAAL over the remaining amortization period (20 years). The actuarial review and analysis as of January 1, 2011 resulted in an increase in the Authority’s contributions to $18.3 million, or 18.43% in dollar terms and as a percentage of covered payroll. The Authority pre-funded its Fiscal Year 2012 contribution to the ATU Pension plan at $20.0 million.

The Authority pre-funded its Fiscal Year 2012 contribution to the ATU Pension plan at $20.0 million.

The Authority pre-funded its Fiscal Year 2012 contribution to the ATU Pension plan at $20.0 million.

### Schedule of Funding Progress Using Actuarial Value of Assets

Santa Clara Valley Transportation Authority Amalgamated Transit Union, Local 265 Pension Plan

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Actuarial Value of Assets</th>
<th>Actuarial Accrued Liability</th>
<th>UAAL</th>
<th>Funded Ratio</th>
<th>Covered Payroll</th>
<th>UAAL as a Percentage of Covered Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/01</td>
<td>$220,426,090</td>
<td>$273,436,635</td>
<td>$53,010,545</td>
<td>81%</td>
<td>$100,320,190</td>
<td>53%</td>
</tr>
<tr>
<td>12/31/02</td>
<td>224,004,253</td>
<td>278,113,814</td>
<td>54,109,561</td>
<td>81</td>
<td>93,951,901</td>
<td>58</td>
</tr>
<tr>
<td>12/31/03</td>
<td>247,693,872</td>
<td>325,530,324</td>
<td>77,836,452</td>
<td>76</td>
<td>91,255,094</td>
<td>85</td>
</tr>
<tr>
<td>12/31/04</td>
<td>268,428,853</td>
<td>350,895,167</td>
<td>82,466,314</td>
<td>76</td>
<td>88,448,718</td>
<td>93</td>
</tr>
<tr>
<td>12/31/05</td>
<td>288,829,224</td>
<td>363,114,404</td>
<td>74,285,180</td>
<td>80</td>
<td>92,663,178</td>
<td>80</td>
</tr>
<tr>
<td>12/31/06</td>
<td>314,816,391</td>
<td>397,853,860</td>
<td>83,037,469</td>
<td>79</td>
<td>93,985,560</td>
<td>88</td>
</tr>
<tr>
<td>12/31/07</td>
<td>344,521,552</td>
<td>423,739,213</td>
<td>79,217,661</td>
<td>81</td>
<td>98,722,453</td>
<td>80</td>
</tr>
<tr>
<td>12/31/08</td>
<td>325,247,483</td>
<td>442,830,578</td>
<td>117,583,095</td>
<td>73</td>
<td>100,877,989</td>
<td>117</td>
</tr>
<tr>
<td>12/31/09</td>
<td>354,785,095</td>
<td>462,912,195</td>
<td>108,127,100</td>
<td>77</td>
<td>102,625,557</td>
<td>105</td>
</tr>
<tr>
<td>12/31/10</td>
<td>368,134,113</td>
<td>474,252,147</td>
<td>106,118,034</td>
<td>78</td>
<td>97,569,124</td>
<td>109</td>
</tr>
</tbody>
</table>
### Schedule of Funding Progress using Market Value of Assets
Santa Clara Valley Transportation Authority Amalgamated Transit Union, Local 265
Pension Plan

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Market Value of Assets</th>
<th>Actuarial Accrued Liability</th>
<th>UAAL</th>
<th>Funded Ratio</th>
<th>Covered Payroll</th>
<th>UAAL as a Percentage of Covered Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/01</td>
<td>$211,887,568</td>
<td>$273,436,635</td>
<td>$53,010,545</td>
<td>77%</td>
<td>$100,320,190</td>
<td>53%</td>
</tr>
<tr>
<td>12/31/02</td>
<td>203,777,731</td>
<td>278,113,814</td>
<td>54,109,561</td>
<td>73</td>
<td>93,951,901</td>
<td>58</td>
</tr>
<tr>
<td>12/31/03</td>
<td>248,017,773</td>
<td>325,530,324</td>
<td>77,836,452</td>
<td>76</td>
<td>91,255,094</td>
<td>85</td>
</tr>
<tr>
<td>12/31/04</td>
<td>277,537,728</td>
<td>350,895,167</td>
<td>82,466,314</td>
<td>79</td>
<td>88,448,718</td>
<td>93</td>
</tr>
<tr>
<td>12/31/05</td>
<td>295,228,426</td>
<td>363,114,404</td>
<td>74,285,180</td>
<td>81</td>
<td>92,663,178</td>
<td>80</td>
</tr>
<tr>
<td>12/31/06</td>
<td>334,890,452</td>
<td>397,853,860</td>
<td>83,037,469</td>
<td>84</td>
<td>93,985,560</td>
<td>88</td>
</tr>
<tr>
<td>12/31/07</td>
<td>347,417,595</td>
<td>423,739,213</td>
<td>79,217,661</td>
<td>82</td>
<td>98,722,453</td>
<td>80</td>
</tr>
<tr>
<td>12/31/08</td>
<td>271,039,569</td>
<td>442,830,578</td>
<td>117,583,095</td>
<td>61</td>
<td>100,877,989</td>
<td>117</td>
</tr>
<tr>
<td>12/31/09</td>
<td>327,447,278</td>
<td>462,912,195</td>
<td>108,127,100</td>
<td>71</td>
<td>102,625,557</td>
<td>105</td>
</tr>
<tr>
<td>12/31/10</td>
<td>361,181,295</td>
<td>474,252,147</td>
<td>106,118,034</td>
<td>76</td>
<td>97,569,124</td>
<td>109</td>
</tr>
</tbody>
</table>

Based on the Authority’s Comprehensive Annual Financial Report, the five-year trend of pension contributions is as follows:

<table>
<thead>
<tr>
<th>Fiscal Year Ended</th>
<th>Annual Pension Cost (“APC”)</th>
<th>Percentage of APC Contributed</th>
<th>Net Pension Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/01</td>
<td>$7,349,000</td>
<td>100%</td>
<td>-</td>
</tr>
<tr>
<td>6/30/02</td>
<td>10,302,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/03</td>
<td>12,362,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/04</td>
<td>12,071,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/05</td>
<td>14,292,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/06</td>
<td>15,278,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/07</td>
<td>14,859,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/08</td>
<td>16,137,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/09</td>
<td>14,843,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/10</td>
<td>17,905,000</td>
<td>100</td>
<td>-</td>
</tr>
</tbody>
</table>

The funding ratio for termination liability, which is an estimate of the obligation the ATU Plan would have to meet if it was terminated as of January 1, 2011, was 89.3%. This estimate is based on pay and years of service of all covered employees and uses the actuarial methods and assumptions above.

**Public Employees’ Retirement Plan.** All eligible non-ATU employees of the Authority participate in the State’s Public Employees Retirement System (“CalPERS”). Prior to separation from the County on January 1, 1995, all eligible Authority non-ATU employees participated in CalPERS through the County. As a result of the separation from the County, certain administrative employees were transferred from the County to the Authority. All of those administrative employees’ service credits earned during the period they worked for the County’s transportation agency were transferred to the Authority’s CalPERS account. The transfer of related assets at a market value totaling approximately $52.3 million was completed by CalPERS in Fiscal Year 1999.
CalPERS is an agent multiple-employer defined benefit retirement plan that acts as a common investment and administrative agent for various local and state governmental agencies within the State. CalPERS provides retirement, disability, and death benefits based on the employees’ years of service, age, and final compensation. Employees vest after five (5) years of service and may receive retirement benefits at age 50. These benefit provisions and all other requirements are established by state statute and Authority resolutions. The Authority contracts with CalPERS to administer these benefits. The actuarial methods and assumptions are based on a report dated October 2010, for data as of June 30, 2009.

**Actuarial Methods and Assumptions:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Methods/Assumptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation Date</td>
<td>June 30, 2009</td>
</tr>
<tr>
<td>Actuarial cost method</td>
<td>Entry Age Normal Cost Method</td>
</tr>
<tr>
<td>Amortization method</td>
<td>Level percent of Payroll</td>
</tr>
<tr>
<td>Average Remaining Period</td>
<td>25 years as of the Valuation Date</td>
</tr>
<tr>
<td>Asset Valuation Method</td>
<td>15 years smoothed market</td>
</tr>
<tr>
<td>Actuarial Assumptions</td>
<td></td>
</tr>
<tr>
<td>Investment Rate of Return</td>
<td>7.75% (net of investment expense)</td>
</tr>
<tr>
<td>Projected Salary Increases</td>
<td>3.55 to 14.45% depending on age, service, and type of employment</td>
</tr>
<tr>
<td>Inflation</td>
<td>3.00%</td>
</tr>
<tr>
<td>Payroll Growth</td>
<td>3.25%</td>
</tr>
<tr>
<td>Individual Salary Growth</td>
<td>A merit scale varying by duration of employment coupled with an assumed annual inflation component of 3.00% and an annual production growth of 0.25%</td>
</tr>
</tbody>
</table>

The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. Annually, CalPERS provides the Authority with a required contribution rate as a percentage of payroll.

Historically, the Authority has paid both the required employer and employee contributions, including payments for the UAAL. The required contribution rate (including both the employer and employee contribution rates) is 19.2% of payroll for the Fiscal Year ending June 30, 2011, based on the latest actuarial valuation. The Authority has budgeted its contributions at the required rate, estimated at $10.0 million. For the Fiscal Year ended June 30, 2010, the Authority’s annual CalPERS pension cost was $6.2 million. The schedules of funding progress using Actuarial Value of Assets (AVA) and using Market Value of Assets (MVA) are as set forth below.
## Schedule of Funding Progress using Actuarial Value of Assets
Santa Clara Valley Transportation Authority CalPERS Plan
(Unaudited)

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Actuarial Value of Assets</th>
<th>Actuarial Accrued Liabilities</th>
<th>UAAL</th>
<th>Funded Ratio</th>
<th>Annual Covered Payroll</th>
<th>UAAL as a Percentage of Covered Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/00</td>
<td>$88,459,322</td>
<td>$74,228,216</td>
<td>$(14,231,106)</td>
<td>119%</td>
<td>$29,010,893</td>
<td>-49%</td>
</tr>
<tr>
<td>6/30/01</td>
<td>97,221,500</td>
<td>87,012,005</td>
<td>(10,209,495)</td>
<td>112</td>
<td>48,235,128</td>
<td>-21</td>
</tr>
<tr>
<td>6/30/02</td>
<td>98,352,244</td>
<td>103,253,419</td>
<td>4,901,175</td>
<td>95</td>
<td>56,796,212</td>
<td>9</td>
</tr>
<tr>
<td>6/30/03</td>
<td>107,060,545</td>
<td>126,069,247</td>
<td>19,088,702</td>
<td>85</td>
<td>56,006,441</td>
<td>34</td>
</tr>
<tr>
<td>6/30/04</td>
<td>119,708,580</td>
<td>142,662,507</td>
<td>22,953,927</td>
<td>84</td>
<td>50,876,724</td>
<td>45</td>
</tr>
<tr>
<td>6/30/05</td>
<td>135,508,064</td>
<td>160,103,833</td>
<td>24,595,769</td>
<td>85</td>
<td>50,193,561</td>
<td>49</td>
</tr>
<tr>
<td>6/30/06</td>
<td>152,536,031</td>
<td>177,983,295</td>
<td>25,447,264</td>
<td>86</td>
<td>50,301,722</td>
<td>51</td>
</tr>
<tr>
<td>6/30/07</td>
<td>170,836,697</td>
<td>195,098,516</td>
<td>24,261,819</td>
<td>88</td>
<td>49,681,839</td>
<td>49</td>
</tr>
<tr>
<td>6/30/08</td>
<td>188,897,985</td>
<td>214,450,572</td>
<td>25,552,587</td>
<td>88</td>
<td>51,043,339</td>
<td>50</td>
</tr>
<tr>
<td>6/30/09</td>
<td>203,338,247</td>
<td>238,083,095</td>
<td>34,744,848</td>
<td>85</td>
<td>54,589,177</td>
<td>64</td>
</tr>
</tbody>
</table>

## Schedule of Funding Progress using Market Value of Assets
Santa Clara Valley Transportation Authority CalPERS Plan
(Unaudited)

<table>
<thead>
<tr>
<th>Actuarial Valuation Date</th>
<th>Market Value of Assets</th>
<th>Actuarial Value of Assets</th>
<th>UAAL</th>
<th>Funded Ratio</th>
<th>Annual Covered Payroll</th>
<th>UAAL as a Percentage of Covered Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/00</td>
<td>$94,050,280</td>
<td>$74,228,216</td>
<td>$(19,822,064)</td>
<td>127%</td>
<td>$29,010,893</td>
<td>-41%</td>
</tr>
<tr>
<td>6/30/01</td>
<td>91,410,263</td>
<td>87,012,005</td>
<td>(4,398,258)</td>
<td>105</td>
<td>48,235,128</td>
<td>-9</td>
</tr>
<tr>
<td>6/30/02</td>
<td>89,411,131</td>
<td>103,253,419</td>
<td>13,842,288</td>
<td>87</td>
<td>56,796,212</td>
<td>24</td>
</tr>
<tr>
<td>6/30/03</td>
<td>97,327,768</td>
<td>126,069,247</td>
<td>28,741,479</td>
<td>77</td>
<td>56,006,441</td>
<td>51</td>
</tr>
<tr>
<td>6/30/04</td>
<td>117,874,036</td>
<td>142,662,507</td>
<td>24,788,471</td>
<td>83</td>
<td>50,876,724</td>
<td>49</td>
</tr>
<tr>
<td>6/30/05</td>
<td>139,214,955</td>
<td>160,103,833</td>
<td>20,888,878</td>
<td>87</td>
<td>50,193,561</td>
<td>42</td>
</tr>
<tr>
<td>6/30/06</td>
<td>161,056,711</td>
<td>177,983,295</td>
<td>16,926,584</td>
<td>90</td>
<td>50,301,722</td>
<td>34</td>
</tr>
<tr>
<td>6/30/07</td>
<td>196,452,892</td>
<td>195,098,516</td>
<td>(1,354,376)</td>
<td>101</td>
<td>49,681,839</td>
<td>-3</td>
</tr>
<tr>
<td>6/30/08</td>
<td>190,976,832</td>
<td>214,450,572</td>
<td>23,473,740</td>
<td>89</td>
<td>51,043,339</td>
<td>46</td>
</tr>
<tr>
<td>6/30/09</td>
<td>148,423,875</td>
<td>238,083,095</td>
<td>89,659,220</td>
<td>62</td>
<td>54,589,177</td>
<td>164</td>
</tr>
</tbody>
</table>
Based on the Authority’s Comprehensive Annual Financial Report, the ten-year trend of CalPers contributions is as follows:

<table>
<thead>
<tr>
<th>Fiscal Year Ended</th>
<th>Annual Pension Cost (APC)</th>
<th>Percentage of APC Contributed</th>
<th>Net Pension Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/01</td>
<td>$5,077,000</td>
<td>100%</td>
<td>-</td>
</tr>
<tr>
<td>6/30/02</td>
<td>6,361,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/03</td>
<td>6,995,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/04</td>
<td>7,424,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/05</td>
<td>5,171,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/06</td>
<td>6,501,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/07</td>
<td>5,929,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/08</td>
<td>6,278,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/09</td>
<td>6,507,000</td>
<td>100</td>
<td>-</td>
</tr>
<tr>
<td>6/30/10</td>
<td>6,167,000</td>
<td>100</td>
<td>-</td>
</tr>
</tbody>
</table>

CalPERS’ policy is to spread market value asset gains and losses over fifteen (15) years. CalPERS also has a policy of establishing the actuarial value of assets from 80-120 percent of market value. These policies are designed to reduce fluctuations in employer contributions over time. In June 2009, the CalPERS Board adopted changes to the asset smoothing method as well as changes to the Board policy on the amortization of gains and losses to phase in over a three year period the impact of the 24% investment loss experienced by CalPERS in Fiscal Year 2009. The following changes were adopted:

- Increase the corridor limits for the actuarial value of assets from 80%-120% of market value to 60%-140% of market value on June 30, 2009
- Reduce the corridor limits for the actuarial value of assets to 70%-130% of market value on June 30, 2010
- Return to the 80%-120% of market value corridor limits for the actuarial value of assets on June 30, 2011 and thereafter
- Isolate and amortize all gains and losses during fiscal year 2008-2009, 2009-2010 and 2010-2011 over fixed and declining 30 year periods (as opposed to the current rolling 30 year amortization)

The required contribution rates for the Authority reflect those changes.

**Retiree Health Care Program.** Employees who retire directly from the Authority are eligible for retiree health benefits if they meet certain requirements relating to age and service.

For ATU retirees, the Authority provides an ATU Retiree Health Care Program (“ATU Program”), in accordance with the agreement between the Authority and the ATU, to all ATU represented employees who retire from the Authority on or after attaining the age of 55 with at least fifteen (15) years of service, or age 65 with ten (10) years of service, age 65 with five (5) years of service upon approval of the Authority/ATU Board of Pensions or if an employee becomes disabled and has completed at least ten (10) years of service. The Authority pays the full cost of employee-only premium for employees who retired before September 1, 2004. ATU employees who retired on or after September 1, 2004 contribute $25 toward the employee only monthly premium. ATU retirees who retire on or after January 1, 2011 will pay the greater of $35 or the amount over the Kaiser Out of Area medicare rate. ATU retirees who are eligible for Medicare are reimbursed for the Medicare Part B premium. As of June 30, 2010, 827 retirees met the eligibility requirements for the ATU program.
All non-ATU employees upon retirement with at least five (5) years of service and attaining age 50 are also covered under a Retiree Health Care Program (Non-ATU Program) if hired before specific dates (as described below).

- SEIU represented employees hired on or after May 15, 2006 must have 8 years of service;
- TAEA represented employees hired on or after December 5, 2006 must have 8 years of service;
- AFSCME represented employees hired between August 30, 2007 and December 31, 2009 must have 8 years of service;
- AFSCME represented employees hired on or after January 1, 2010 must have 15 years of service;
- Non-represented employees hired between February 11, 2008 and October 31, 2009 must have 8 years of service;
- Non-represented employees hired on or after November 1, 2009 must have 15 years of service.

The Authority contribution towards retiree health benefits for Non-ATU retirees who retired before January 2, 2006 is limited to the Kaiser single active employee rate. The Authority also reimburses Medicare Part B premiums for retirees eligible for Medicare. Non-ATU employees who retired after January 1, 2006 contribute $25 toward the employee only monthly premium. As of June 30, 2010, 333 retirees met the eligibility requirements for the Non-ATU Program.

The most recent actuarial analysis of Retiree Health Benefits as of July 1, 2010 disclosed that the actuarial accrued liability, which is the present value of benefits attributed to past service, is $226.0 million. The unfunded actuarial accrued liability of the Authority as of July 1, 2010 is $106.3 million. The Authority contributions are, at a minimum, advance funded on an actuarially determined basis. For the Fiscal Year ended June 30, 2010, the Authority made contributions to both the ATU and Non-ATU programs of $15.2 million, which was 10.2% of payroll. The actuarial report Annual Required Contribution (“ARC”) for Fiscal Year 2011 is $14.0 million. The report also suggested an alternative, higher contribution for a quicker amortization of Unfunded Accrued Liability (“UAL”), at a level of $16.1 million. The Authority has adopted the higher contribution level for Fiscal Year 2011, using 11.49% of payroll to achieve the $16.1 million target. The Authority has pre-funded its contribution for the Fiscal Year 2012 at $16.2 million, based on the actuary’s recommendation of 11.07% of projected $146.2 million payroll.

The actuarial cost method used for determining the benefit obligations is the entry age normal method. The significant economic assumptions used were: (1) a discount rate of 7.75%; (2) a projected salary increase of 3.25% per year; (3) inflation component of 3.25% used for amortization; (4) a health inflation assumption of 10.0% in 2012, graded down annually to 8%, 6% and 5% in 2015, remaining at that level thereafter; (5) retiree contribution remaining fixed at $25 per month.
The execution and delivery of this Official Statement has been duly authorized by the Authority.

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY

By: _____________________________
    Chief Financial Officer
APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2010
APPENDIX C
COUNTY OF SANTA CLARA DEMOGRAPHIC AND ECONOMIC INFORMATION

The historical economic and demographic data set forth in this Remarketing Memorandum are the most current data available as of the date of this Remarketing Memorandum. However, certain data relate to periods prior to the commencement of the recent recession in the economy. The inclusion in this Remarketing Memorandum of historical data relating to periods prior to the commencement of such recession in the economy should not be regarded as a representation by the Authority with respect to future performance or any guarantee of any future results.

General Information

The County of Santa Clara (the “County”) lies immediately south of San Francisco Bay and is the sixth most populous county in the State of California (the “State”). It encompasses an area of approximately 1,316 square miles. The County was incorporated in 1850 as one of the original 28 counties of the State and operates under a home rule charter adopted by County voters in 1950 and amended in 1976.

The southern portion of the County has retained the agricultural base which once existed throughout the area and has two cities, separated by roughly 10 miles. The northern portion of the County is densely populated, extensively urbanized and heavily industrialized. The County contains 15 cities, the largest of which is the City of San Jose, the third largest city in the State and the County seat. The uppermost northwestern portion of the County, with its concentration of high-technology, electronics-oriented industry, is popularly referred to as the “Silicon Valley.” Large employers include Hewlett-Packard, Intel Corp., National Semiconductor Corp., Lockheed Martin Space Systems Co. and IBM Corp.

Neighboring counties include San Mateo in the northwest, Santa Cruz in the southwest, San Benito in the south, Merced and Stanislaus in the east, and Alameda in the northeast. The City of San Jose is approximately 50 miles south of San Francisco and 42 miles south of the City of Oakland. These are the three largest cities of the nine-county San Francisco Bay Area, with the City of San Jose being the largest.

As required under the County Charter and under County ordinances, or by State and federal mandate, the County is responsible at the local level for activities involving public welfare, health and justice (courts and jails) and for the maintenance of public records. The County also operates recreational and cultural facilities serving the unincorporated areas of the County and on a regional basis.

Population

Historical Population Growth. Over the past 60 years, the County’s population growth pattern has exhibited three decades of rapid growth followed by three decades of more sustainable growth rates.

According to U.S. Census figures, the number of County residents grew by 66% between 1940 and 1950, with most of the increase concentrated in the unincorporated areas and in the largest cities of San Jose, Palo Alto and Santa Clara. In the next decade, from 1950 to 1960, population grew by 121% with every major city as well as the unincorporated areas experiencing huge increases. The County also recorded the incorporation of four new cities during the 1950s, raising the total number of cities to its current level of fifteen.
The County’s population growth subsided somewhat during the 1960s, although the 66% growth rate was over four times the 15.4% statewide increase. The population of San Jose doubled for the second decade in a row, while the cities of Mountain View, Santa Clara, and Sunnyvale added at least 23,000 residents each. As a result of the incorporation of four cities, the unincorporated area of the County posted its first decline in the 1960s, setting the stage for further drops in each of the subsequent three decades.

The County population growth rate fell to 21.5% during the 1970s. San Jose continued to add more residents (183,621) than any other city, while two of the larger cities (Palo Alto and Santa Clara) recorded small population declines and residents in the unincorporated area fell by 25,160. The slower growth of the 1970s reflected a slowing urbanization, due in part to policies adopted by the County to preserve agricultural areas.

The data from the 2000 U.S. Census indicate that the County’s population reached 1,682,585, representing a 12.4% increase from the population base in 1980. Over the same period, statewide population grew more rapidly at a rate of 13.8%. San Jose surpassed San Francisco as the largest city in the Bay Area, with a population of 894,943. According to the 2000 census data, over one-half of the County’s residents live in San Jose.

The proportion of residents living in cities is currently 94.9%, in contrast to the County’s makeup in 1940 when urban residents made up only 6.5% of the County’s population. Since the 1940s, the increasing maturation of the County’s employment and economic sectors has resulted in the incorporation of new cities as well as the expansion of city boundaries, resulting in a shrinking fraction (currently 5.6%) of residents living in unincorporated areas.

**Recent Annual Population Performance.** Between 2000 and 2010, the County experienced population growth of 11.8%. All of the cities in the County experienced growth during this period, with the City of Gilroy posting the fastest growth (25.5%). From 2007 to 2010, San Jose and Milpitas were the fastest growing cities in the County, growing at rates of 5.69% and 8.1%, respectively. The number of residents living in the unincorporated areas of the County decreased by 8.0% from 2000 to 2010. Currently, approximately 4.9% of the County residents live in unincorporated areas, a percentage which has steadily decreased over time as the population continues to migrate toward the cities.

By the year 2020, the State Department of Finance predicts that the County’s population will grow to approximately 110,000 residents, a 6.0% increase from 2010. (Source: State of California, Department of Finance, Demographic Research Unit (Report P-1). The following table provides a historical summary of population in the County and its incorporated cities.
County of Santa Clara (No change required no updated data)

Population

<table>
<thead>
<tr>
<th>City</th>
<th>1970</th>
<th>1980</th>
<th>1990</th>
<th>2000</th>
<th>2010(1,2)</th>
<th>2011(1,2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campbell</td>
<td>24,731</td>
<td>26,843</td>
<td>36,088</td>
<td>38,138</td>
<td>39,363</td>
<td>39,664</td>
</tr>
<tr>
<td>Cupertino</td>
<td>18,216</td>
<td>34,297</td>
<td>39,967</td>
<td>50,602</td>
<td>58,227</td>
<td>58,747</td>
</tr>
<tr>
<td>Gilroy</td>
<td>12,665</td>
<td>21,641</td>
<td>31,487</td>
<td>41,464</td>
<td>48,836</td>
<td>49,391</td>
</tr>
<tr>
<td>Los Altos</td>
<td>24,872</td>
<td>25,769</td>
<td>26,599</td>
<td>27,693</td>
<td>28,838</td>
<td>29,176</td>
</tr>
<tr>
<td>Los Altos Hills</td>
<td>6,862</td>
<td>7,421</td>
<td>7,514</td>
<td>8,025</td>
<td>7,915</td>
<td>7,980</td>
</tr>
<tr>
<td>Los Gatos</td>
<td>23,466</td>
<td>26,906</td>
<td>27,357</td>
<td>28,592</td>
<td>29,370</td>
<td>29,651</td>
</tr>
<tr>
<td>Milpitas</td>
<td>27,149</td>
<td>37,820</td>
<td>50,690</td>
<td>62,698</td>
<td>66,659</td>
<td>67,476</td>
</tr>
<tr>
<td>Monte Sereno</td>
<td>3,074</td>
<td>3,434</td>
<td>3,287</td>
<td>3,483</td>
<td>3,342</td>
<td>3,364</td>
</tr>
<tr>
<td>Morgan Hill</td>
<td>6,485</td>
<td>17,060</td>
<td>23,928</td>
<td>33,586</td>
<td>37,861</td>
<td>38,309</td>
</tr>
<tr>
<td>Mountain View</td>
<td>54,206</td>
<td>58,655</td>
<td>67,365</td>
<td>70,708</td>
<td>74,030</td>
<td>74,723</td>
</tr>
<tr>
<td>Palo Alto</td>
<td>55,999</td>
<td>55,225</td>
<td>55,900</td>
<td>58,598</td>
<td>64,417</td>
<td>64,943</td>
</tr>
<tr>
<td>San Jose</td>
<td>445,779</td>
<td>629,400</td>
<td>782,224</td>
<td>895,131</td>
<td>946,228</td>
<td>958,789</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>87,717</td>
<td>87,700</td>
<td>93,613</td>
<td>102,361</td>
<td>116,308</td>
<td>118,169</td>
</tr>
<tr>
<td>Saratoga</td>
<td>27,199</td>
<td>29,261</td>
<td>28,061</td>
<td>29,949</td>
<td>29,924</td>
<td>30,195</td>
</tr>
<tr>
<td>Sunnyvale</td>
<td>95,408</td>
<td>106,618</td>
<td>117,324</td>
<td>131,844</td>
<td>140,075</td>
<td>141,099</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>152,181</td>
<td>127,021</td>
<td>106,173</td>
<td>99,813</td>
<td>90,034</td>
<td>85,699</td>
</tr>
<tr>
<td>County Total</td>
<td>1,066,009</td>
<td>1,295,071</td>
<td>1,497,577</td>
<td>1,682,585</td>
<td>1,781,427</td>
<td>1,797,375</td>
</tr>
</tbody>
</table>

California       | 18,136,045| 23,668,145| 29,760,021| 33,873,086| 37,223,900| 37,510,766 |

(1) As of January 1.
(2) These population estimates incorporate 2010 census counts.
(3) Totals may not be precise due to independent rounding.

Employment and Industry

The County is home to a highly skilled and diverse work force, a situation that has traditionally translated into lower unemployment rates in the County when compared to State and national average unemployment rates. Three major industry sectors comprise approximately 55.5% of the County’s employment: Goods Producing 186,700, Professional & Business Activities 161,200 and Trade, Transportation & Utilities 124,200.

Development of high technology has been enhanced by the presence of Stanford University, Santa Clara University, San Jose State University, other institutions of higher education, and research and development facilities, such as SRI International, the Stanford Linear Accelerator Center, and Ames Research Center (NASA) within the County. In addition, the Rincon de los Esteros Redevelopment Area in northern San Jose has been the site of industrial/research and development submarkets in Silicon Valley.
The following table lists employment in the County by Industry.

### County of Santa Clara

#### Average Annual Employment by Industry

(In Thousands)

<table>
<thead>
<tr>
<th>Industry</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Civilian Labor Force</strong></td>
<td>817,00</td>
<td>823,60</td>
<td>845,10</td>
<td>869,70</td>
<td>875,10</td>
<td>874,30</td>
</tr>
<tr>
<td><strong>Employment</strong></td>
<td>773,20</td>
<td>786,70</td>
<td>805,60</td>
<td>818,00</td>
<td>780,20</td>
<td>776,90</td>
</tr>
<tr>
<td><strong>County Unemployment</strong></td>
<td>43,700</td>
<td>36,900</td>
<td>39,500</td>
<td>51,800</td>
<td>94,900</td>
<td>97,400</td>
</tr>
<tr>
<td><strong>Unemployment Rate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>5.3%</td>
<td>4.5%</td>
<td>4.7%</td>
<td>6.0%</td>
<td>10.8%</td>
<td>11.1%</td>
</tr>
<tr>
<td>State of California</td>
<td>5.2%</td>
<td>4.9%</td>
<td>5.3%</td>
<td>7.2%</td>
<td>11.3%</td>
<td>12.4%</td>
</tr>
<tr>
<td><strong>Industry Employment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total, All Industries</td>
<td>860,100</td>
<td>879,800</td>
<td>900,300</td>
<td>905,200</td>
<td>847,500</td>
<td>843,100</td>
</tr>
<tr>
<td>Total Farm</td>
<td>3,800</td>
<td>3,800</td>
<td>3,900</td>
<td>3,700</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Total Nonfarm</td>
<td>856,300</td>
<td>876,000</td>
<td>896,500</td>
<td>901,500</td>
<td>844,000</td>
<td>839,500</td>
</tr>
<tr>
<td>Goods Producing</td>
<td>211,000</td>
<td>205,800</td>
<td>209,600</td>
<td>208,200</td>
<td>186,900</td>
<td>181,800</td>
</tr>
<tr>
<td>Natural Resources and Mining</td>
<td>200</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>Construction</td>
<td>42,700</td>
<td>44,900</td>
<td>45,500</td>
<td>42,800</td>
<td>33,400</td>
<td>31,500</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>168,000</td>
<td>160,600</td>
<td>163,800</td>
<td>165,200</td>
<td>153,300</td>
<td>150,100</td>
</tr>
<tr>
<td>Service Providing</td>
<td>645,300</td>
<td>670,200</td>
<td>686,900</td>
<td>693,300</td>
<td>657,100</td>
<td>657,800</td>
</tr>
<tr>
<td>Trade, Transportation &amp; Utilities</td>
<td>130,300</td>
<td>134,500</td>
<td>137,300</td>
<td>135,300</td>
<td>124,200</td>
<td>122,500</td>
</tr>
<tr>
<td>Information</td>
<td>35,200</td>
<td>37,400</td>
<td>39,500</td>
<td>42,200</td>
<td>41,500</td>
<td>43,800</td>
</tr>
<tr>
<td>Financial Activities</td>
<td>36,000</td>
<td>36,700</td>
<td>36,800</td>
<td>34,200</td>
<td>31,200</td>
<td>30,500</td>
</tr>
<tr>
<td>Professional &amp; Business Services</td>
<td>159,100</td>
<td>170,300</td>
<td>176,600</td>
<td>178,000</td>
<td>160,700</td>
<td>161,600</td>
</tr>
<tr>
<td>Education &amp; Health Services</td>
<td>96,100</td>
<td>99,700</td>
<td>102,500</td>
<td>107,200</td>
<td>108,400</td>
<td>110,600</td>
</tr>
<tr>
<td>Leisure &amp; Hospitality</td>
<td>71,400</td>
<td>73,700</td>
<td>75,300</td>
<td>76,600</td>
<td>73,500</td>
<td>73,200</td>
</tr>
<tr>
<td>Other Services</td>
<td>24,200</td>
<td>24,300</td>
<td>24,600</td>
<td>25,000</td>
<td>24,100</td>
<td>25,100</td>
</tr>
<tr>
<td>Government</td>
<td>92,900</td>
<td>93,600</td>
<td>94,300</td>
<td>94,900</td>
<td>93,400</td>
<td>90,600</td>
</tr>
</tbody>
</table>

Source: Employment Development Department.
Major Employers

The County, which is centered in the heart of Silicon Valley, is home to numerous high technology and computer software and hardware manufacturing companies. Cisco, a technology company, is the largest employer of the Silicon Valley with 17,100 employees. Second on the list is the County of Santa Clara who employs 15,000. Kaiser Permanente, Stanford University and Apple tops off the top five employers in the County respectively.

[Table to be updated]
Income

Owing to the presence of relatively high-wage skilled jobs and wealthy residents, the County historically achieves high rankings relative to the rest of the state on a variety of income measurements. The U.S. Census Bureau reported the County as having the 15th highest median household income in the United States, and the highest among California counties, at $85,569 (2009 inflation adjusted - U.S. Census Bureau, 2005-2009 American Community Survey, Santa Clara County, California).

Commercial Activity

The County is an important center of commercial activity. Taxable sales activity at business and personal service outlets, as well as at other non-retail commercial establishments, is a significant component of the County’s commercial activity. The following table sets forth the amount of taxable transactions from 2005 through the third quarter of 2009.

[Remainder of Page Intentionally Left Blank]
### County of Santa Clara
#### Taxable Transactions by Sector
#### 2005 through 2009 (no update available)

(In thousands)

<table>
<thead>
<tr>
<th>Sector</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apparel Stores</td>
<td>1,169,069</td>
<td>1,264,215</td>
<td>1,334,050</td>
<td>1,422,687</td>
<td>1,690,211</td>
</tr>
<tr>
<td>General Merchandise Stores</td>
<td>2,839,877</td>
<td>2,979,387</td>
<td>3,112,536</td>
<td>2,946,466</td>
<td>2,272,162</td>
</tr>
<tr>
<td>Specialty Stores(2)</td>
<td>3,377,917</td>
<td>3,674,311</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Service Stations(3)</td>
<td>-</td>
<td>-</td>
<td>2,320,507</td>
<td>2,526,073</td>
<td>1,800,162</td>
</tr>
<tr>
<td>Food Stores</td>
<td>830,483</td>
<td>849,281</td>
<td>890,341</td>
<td>868,612</td>
<td>975,086</td>
</tr>
<tr>
<td>Eating and Drinking Places</td>
<td>2,440,418</td>
<td>2,645,787</td>
<td>2,813,519</td>
<td>2,876,837</td>
<td>2,705,143</td>
</tr>
<tr>
<td>Home Furnishings and Appliances</td>
<td>850,634</td>
<td>879,892</td>
<td>901,164</td>
<td>1,068,519</td>
<td>1,622,804</td>
</tr>
<tr>
<td>Building Materials</td>
<td>1,577,165</td>
<td>1,659,844</td>
<td>1,581,859</td>
<td>1,356,505</td>
<td>1,164,960</td>
</tr>
<tr>
<td>Automotive</td>
<td>5,289,878</td>
<td>5,534,342</td>
<td>3,468,163</td>
<td>2,709,927</td>
<td>2,284,032</td>
</tr>
<tr>
<td>Other Retail Stores</td>
<td>528,067</td>
<td>552,873</td>
<td>4,368,119</td>
<td>3,537,686</td>
<td>1,870,513</td>
</tr>
<tr>
<td>Total Retail Stores</td>
<td>18,903,508</td>
<td>20,039,932</td>
<td>20,790,258</td>
<td>19,313,313</td>
<td>16,385,238</td>
</tr>
<tr>
<td>Business and Personal Services(4)</td>
<td>1,214,550</td>
<td>1,265,315</td>
<td>1,244,445</td>
<td>1,111,792</td>
<td>-</td>
</tr>
<tr>
<td>All Other Outlets</td>
<td>10,075,744</td>
<td>10,967,991</td>
<td>11,628,745</td>
<td>11,849,202</td>
<td>11,042,471</td>
</tr>
<tr>
<td>Total All Outlets(1)</td>
<td>30,193,802</td>
<td>32,273,238</td>
<td>33,663,448</td>
<td>32,274,306</td>
<td>27,427,709</td>
</tr>
</tbody>
</table>

(1) Totals may not add due to independent rounding.
(2) Not available after 2006.
(3) Not available prior to 2006.
(4) Not available after 2008.

Source: State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The local economy started to slow down in late calendar year 2007 and the beginning of 2008, leading to a decline in taxable sales. Contributing to the slowdown of the local economy are recent increases in energy, food, and raw material costs, and a downturn in the housing industry. Reduced home building, home sales, and auto sales contributed to a slowdown in taxable sales growth. As a result of the economic slowdown, the Authority experienced a flattening of growth in 1976 Sales Tax Revenues in Fiscal Year 2008 and a decline in Fiscal Year 2009. See “THE 1976 SALES TAX – Historical Sales Tax Revenues” in the forepart of this Remarketing Memorandum.
Construction Activity and Home Sales

The following tables provide a summary of building permit valuations and the number of new dwelling units authorized in the County since 2001.

### County of Santa Clara
#### Building Permit Valuations
2001 through June 2011
(In Millions of Dollars)

<table>
<thead>
<tr>
<th>Year</th>
<th>New Residential</th>
<th>New Non-Residential</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>$1,051.5</td>
<td>$2,254.8</td>
<td>$3,306.3</td>
</tr>
<tr>
<td>2002</td>
<td>1,087.3</td>
<td>1,330.6</td>
<td>2,417.9</td>
</tr>
<tr>
<td>2003</td>
<td>1,466.4</td>
<td>972.9</td>
<td>2,439.3</td>
</tr>
<tr>
<td>2004</td>
<td>1,406.2</td>
<td>915.8</td>
<td>2,322.0</td>
</tr>
<tr>
<td>2005</td>
<td>1,537.3</td>
<td>1,287.8</td>
<td>2,825.1</td>
</tr>
<tr>
<td>2006</td>
<td>1,652.9</td>
<td>1,534.2</td>
<td>3,187.1</td>
</tr>
<tr>
<td>2007</td>
<td>1,378.2</td>
<td>1,986.2</td>
<td>3,361.3</td>
</tr>
<tr>
<td>2008</td>
<td>1,051.1</td>
<td>1,914.5</td>
<td>2,965.7</td>
</tr>
<tr>
<td>2009</td>
<td>578.7</td>
<td>1,187.8</td>
<td>1,766.5</td>
</tr>
<tr>
<td>2010</td>
<td>1,085.9</td>
<td>1,155.6</td>
<td>2,241.5</td>
</tr>
<tr>
<td>2011</td>
<td>333.7</td>
<td>627.7</td>
<td>961.4</td>
</tr>
</tbody>
</table>

Source: Construction Industry Research Board.

#### Number of New Dwelling Units
2001 through June 2011

<table>
<thead>
<tr>
<th>Year</th>
<th>Single Family</th>
<th>Multiple Family</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001</td>
<td>1,641</td>
<td>4,319</td>
<td>5,960</td>
</tr>
<tr>
<td>2002</td>
<td>2,057</td>
<td>2,456</td>
<td>4,513</td>
</tr>
<tr>
<td>2003</td>
<td>2,320</td>
<td>5,170</td>
<td>7,490</td>
</tr>
<tr>
<td>2004</td>
<td>2,688</td>
<td>2,816</td>
<td>5,504</td>
</tr>
<tr>
<td>2005</td>
<td>2,577</td>
<td>3,295</td>
<td>5,872</td>
</tr>
<tr>
<td>2006</td>
<td>2,257</td>
<td>3,928</td>
<td>6,185</td>
</tr>
<tr>
<td>2007</td>
<td>2,063</td>
<td>2,520</td>
<td>4,583</td>
</tr>
<tr>
<td>2008</td>
<td>1,254</td>
<td>2,417</td>
<td>3,671</td>
</tr>
<tr>
<td>2009</td>
<td>667</td>
<td>450</td>
<td>1,117</td>
</tr>
<tr>
<td>2010</td>
<td>826</td>
<td>3627</td>
<td>4,453</td>
</tr>
<tr>
<td>2011</td>
<td>464</td>
<td>64</td>
<td>526</td>
</tr>
</tbody>
</table>

Source: Construction Industry Research Board.
APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The Indenture contains various provisions and covenants, certain of which are summarized below. Wherever particular provisions of the Indenture are referred to, such provisions, together with related provisions, are incorporated by reference as part of the statements made and are qualified in their entirety by such references. Reference is made to the Indenture for a full and complete statement of its provisions. In addition, the Fourth Supplemental Indenture between the Authority and the Trustee entered into as of July 1, 2005 includes various definitions and provisions applicable to the Authority’s Variable Rate Bonds (as defined therein), which provisions are not summarized below. For ease of reference, the Santa Clara Valley Transportation Authority (formerly the Santa Clara County Transit District) is referred to in this Summary as the “Authority,” rather than the “District” or the “Issuer” as used in the Indenture.

Definitions

"Accreted Value" means, with respect to any Capital Appreciation Bond, the principal amount thereof plus the interest accrued thereon, compounded at the approximate interest rate thereon on each date specified therein. The Accreted Value at any date shall be the amounts set forth in the Accreted Value Table as of such date, if such date is a compounding date, and if not, as of the immediately preceding compounding date.

"Accreted Value Table" means the table denominated as such which appears as an exhibit to a Supplemental Indenture providing for a Series of Capital Appreciation Bonds issued pursuant to such Supplemental Indenture.

"Act" means the Santa Clara County Transit District Act, Part 12 of Division 10 (Section 100000 et seq.) of the California Public Utilities Code and Chapter 5 of Part 1 of Division 2 of Title 5 (Section 54300 et seq.) of the California Government Code as referenced in said Santa Clara County Transit District Act.

"Annual Debt Service" means for any Fiscal Year the aggregated amount of principal and interest on all Bonds and Parity Debt becoming due and payable during such Fiscal Year calculated using the principles and assumptions set forth under the definition of Debt Service.

"Beneficial Owner" means the actual beneficial Owner of any Bond, notwithstanding the registration thereof under any other name for book-entry purposes.

"Board" means the Board of Directors of the Authority.

"Bond Obligation" means, as of any given date of calculation, (1) with respect to any Outstanding Current Interest Bond, the Principal amount of such Bond, and (2) with respect to any Outstanding Capital Appreciation Bond, the Accreted Value thereof.
"Bond Reserve Fund" means the fund by that name established pursuant to the Indentures.

"Bond Reserve Requirement" means, as of any date of calculation, zero dollars ($0), except that if Sales Tax Revenues during the Fiscal Year immediately preceding the date of calculation do not equal at least three (3) times Maximum Annual Debt Service, (a) the Bond Reserve Requirement with respect to any Series of Bonds bearing only a fixed rate of interest shall be an amount not less than the lesser of (i) 10% of the aggregate original principal amount of such Series (less any original issue discount), or (ii) 125% of average Annual Debt Service for such Series or (iii) 100% of Maximum Annual Debt Service for such Series, and (b) the Bond Reserve Requirement with respect to any Series of Bonds which may bear a variable rate of interest shall be the amount set forth in the Supplemental Indenture authorizing such Series.

"Bonds" means the Santa Clara County Transit District Sales Tax Revenue Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

"Business Day" means any day other than (1) a Saturday, Sunday, or a day on which banking institutions in the State or the State of New York are authorized or obligated by law or executive order go be closed, and (2) for purposes of payments and other actions relating to Bonds secured by a letter of credit, a day upon which commercial banks in the city in which is located the office of the issuing bank at which demands for payment under the letter of credit are to be presented are authorized or obligated by law or executive order to be closed and (3) a day on which the New York Stock Exchange is closed.

"Capital Appreciation Bonds" means the Bonds of any Series designated as Capital Appreciation Bonds in the Supplemental Indenture providing for the issuance of such Series And on which interest is compounded and paid at maturity or on prior redemption.

"Certificate," "Statement," "Request," "Requisition" and "Order" of the Authority mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Authority by the Chairperson of its Board, its General Manager, its Chief Financial Officer, its Deputy Director, Fiscal Resources or any other person authorized by the General Manager to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by the Indenture, each such instrument shall include the statements provided for in the Indenture.

"Code" means the Internal Revenue Code of 1986, and the regulations applicable thereto or issued thereunder.

"Continuing Disclosure Certificate" means any certificate or agreement executed by the Authority in connection with any Series of Bonds in order to assist the underwriter or underwriters of such Series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission. When used in connection
with any particular Series of Bonds, "Continuing Disclosure Certificate" shall mean that certain continuing disclosure certificate or agreement executed in connection therewith.

"Corporate Trust Office" or "corporate trust office" means the corporate trust office of the Trustee at 1 California Street, Suite 400, San Francisco, California 94111 Attention: Corporate Trust Department, but for purposes of transfer, exchange or payment of Bonds, means the principal corporate trust office of the Trustee at 180 East Fifth Street, St. Paul, Minnesota, or, in each case, such other or additional offices as may be designated by the Trustee from time to time.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, execution, sale and delivery of the Bonds, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, travel expenses and costs relating to rating agency meetings and other meetings concerning the Bonds, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, financial advisor fees and expenses, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of Bonds, surety, insurance and credit enhancement costs, and any other cost, charge or fee in connection with the delivery of Bonds.

"Current Interest Bonds" means the Bonds of any Series designated as Current Interest Bonds in the Supplemental Indenture providing for the issuance of such Series of Bonds and which pay interest at least semiannually to the Owners thereof excluding the first payment of interest thereon.

"Debt Service," when used with respect to any Sales Tax Debt, means, as of any date of calculation and with respect to any fiscal period, the sum of (1) the interest falling due on such Sales Tax Debt during such fiscal period (except to the extent that such interest is payable from the proceeds of such Sales Tax Debt set aside for such purpose), and (2) the principal or mandatory sinking fund account or installment purchase price or lease rental or similar payments or deposits required with respect to such Sales Tax Debt during such fiscal period, computed on the assumption that no portion of such Sales Tax Debt shall cease to be outstanding during such fiscal period except by reason of the application of such scheduled payments; provided, however, that for purposes of such computation:

(a) if Sales Tax Debt as (i) secured by an irrevocable letter of credit or irrevocable line of credit issued by a financial institution having a combined capital and surplus of at least $100,000,000 and whose unsecured securities are rated in one of the two highest Rating Categories by Rating Agency, or (ii) insured by an insurance policy issued by an insurance company rated at least "A" by Alfred M. Best Company in Best's Insurance Reports and in one of the two highest Rating Categories by Rating Agency, then principal or mandatory sinking fund or installment purchase price or lease rental or similar payments or deposits with respect to such Sales Tax Debt nominally due in the last Fiscal Year in which such Sales Tax Debt matures may, at the option of the Authority, be treated as if they were due as specified in any loan agreement issued in connection
with such letter of credit, line of credit or insurance policy or pursuant to the repayment provisions of such letter of credit, line of credit or insurance policy (or, if such loan agreement or repayment Provisions provide for repayment over less than 10 years and the Authority certifies that it intends to refinance such Sales Tax Debt prior to maturity, as if they were amortized over a ten-year period with substantially level debt service) and interest on such Sales Tax Debt after such period shall be assumed to be payable pursuant to the terms of such loan agreement or repayment provisions;

(b) if interest on Sales Tax Debt is payable pursuant to a variable interest rate, the interest rate on such Sales Tax Debt for fiscal periods when the actual interest rate cannot yet be determined shall be assumed to be equal to the lesser of (i) the maximum interest rate permitted by the agreement under which such Sales Tax Debt was issued or incurred, or (ii) the greater of (A) the current interest rate calculated pursuant to the provisions of such agreement, or (B) the prime interest rate of the Trustee (or the principal banking affiliate of the Trustee) as of the date of calculation (or 65% of the prime interest rate of the Trustee (or the principal banking affiliate of the Trustee) if in the opinion of nationally recognized bond counsel interest on such Sales Tax Debt is not includable in gross income for purposes of federal income taxation); and

(c) if interest is capitalized with respect to Sales Tax Debt, Debt Service on such Sales Tax Debt shall be included in computations of Maximum Annual Debt Service only in proportion to the amount of interest payable in such fiscal period from sources other than amounts capitalized to pay such interest.

"Equipment Trust Certificates" means the Santa Clara County Transit District Daily Adjustable Rate Refunding Equipment Trust Certificates, Series 1985A together with any other equipment trust certificates issued and outstanding pursuant to the Equipment Trust Indenture.

"Equipment Trust Indenture" means the Equipment Trust Indenture, dated as of June 1, 1984, between the Trustee and the Authority, as from time to time supplemented and amended in accordance with the terms thereof.

"Event of Default" means any of the events specified in the Indenture, certain of which are discussed herein under "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Events of Default and Remedies of Bondholders."

"Fiscal Year" means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other 12-month period selected and designated as the official Fiscal Year period of the Authority which designation shall be provided to the Trustee in a certificate of the Authority.

"Fitch" means Fitch Investors Service, L.P., a limited partnership duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns.
"Indenture" means the Indenture, dated as of November 1, 1997, by and between the Trustee and the Authority, as originally executed or as it may from time to time be supplemented or amended by any Supplemental Indenture delivered pursuant to the provisions thereof.

"Information Services" means Financial Information, Inc.'s "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 65 Broadway, 16th Floor, New York, New York 10004, Moody’s "FIS," 5250-77 Center Drive, Charlotte, NC 28217, Attention: Municipal News Reports; and S&P's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds, or no such services, as the Authority may designate in a Request of the Authority delivered to the Trustee.

"Installment Sale Agreement" means the Installment Sale Agreement, dated as of December 1, 1994, by and between the ABAG Finance Corporation, as seller, and the Authority.

"Installment Payment" shall have the meaning assigned to such term in the Installment Sale Agreement.

"Interest Fund" means the Fund by that name established pursuant to the Indenture.

"Investment Policy" means the investment policy of the Authority adopted by the Board on April 4, 1996, as such investment policy may be modified, amended or supplemented from time to time.

"Investment Securities" means any of the following, to the extent the same are permitted investments of the Authority under the Investment Policy:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof to be made on any bond, note or other obligation described above in clause (i);


(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest
by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing, provided that at the time of their purchase such obligations are rated in either of the two highest Rating Categories by the Rating Agency;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the Trustee of such bonds or other obligations by the obligor who gave due notice of redemption and to call such Bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the Interest payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the interest payment dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which have been rated in one of the two highest long-term Rating Categories by the Rating Agency;

(vii) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation which are, at the time of purchase, rated by the Rating Agency in their respective highest short-term Rating category, or, if the term of such indebtedness is longer than three (3) years, rated by the Rating Agency in one of their respective two highest long-term Rating Categories, or comparable types of debt obligations;

(viii) demand or time deposits or certificates of deposit, whether negotiable or non-negotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or by a state-licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly
from such a bank, trust company or national banking association and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(ix) taxable commercial paper, other than that issued by bank holding companies, or tax-exempt commercial paper in each case rated in the highest Rating Category by the Rating Agency;

(x) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment or interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest Rating Category for its short-term rating, if any, and in either of the two highest Rating Categories for its long-term rating, if any, by the Rating Agency, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligation by the Trustee, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in either of the two highest long-term Rating Categories by the Rating Agency;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Trustee) having a minimum permanent capital of one hundred million dollars ($100,000,000) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least monthly) at least equal to the Principal amount of such investment and shall be lodged with the Trustee or other fiduciary, as custodian for the Trustee, by the bank, trust company, national banking association or bond dealer executing such repurchase agreements and the entity executing each such repurchase agreement required to be so secured shall furnish the Trustee with an undertaking satisfactory to it that
the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least monthly) will be an amount equal to the principal amount of each such repurchase agreement and the Trustee shall be entitled to rely on each such undertaking;

(xii) any cash sweep or similar account arrangement of or available to the trustee, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition of Investment Securities and any money market fund, the entire investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (xi) of this definition or Investment Securities; provided that as used in this clause (xii) and clause (xiii) investments will be deemed to satisfy the requirements of clause (vi) if they meet the requirements set forth in clause (xi) ending with the words "clauses (i), (ii), (iii) or (iv) above" and without regard to the remainder of such clause (xi);

(xiii) any investment agreement with a financial institution or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claim paying ability rated in either of the two highest long-term Rating Categories by the Rating Agency;

(xiv) shares of beneficial interest in diversified management companies investing exclusively in securities and obligations described in clauses (i) through (iii) of this definition of Investment Securities and which companies have the highest rating by the Rating Agency; and

(xv) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended;

(xvi) Bankers' Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest Rating Category by the Rating Agency, which purchases may not exceed 270 days maturity or 40 percent of the Authority's surplus money;

(xvii) the commingled investment fund of the County of Santa Clara, California, which is administered in accordance with the Investment policy of said County as established by the Director of Finance thereof, as permitted by Section 53601 of the Government Code of the State, copies of which policy are available upon written request to said Director of Finance;
(xviii) any investments approved by the Board for which confirmation is received from each rating agency then rating any of the Bonds that such investment will not adversely affect such agency's rating of such Bonds; and

(xix) the Local Agency investment Fund of the State of California.

"Mandatory Sinking Account Payments" means, with respect to Bonds of any Series And maturity, the amount required by the Indenture to be deposited by the Authority in a Sinking Account for the payment of Term Bonds of such Series And maturity.

"Maximum Annual Debt Service" shall mean the greatest amount or Debt Service becoming due and payable on all Bonds and Parity Debt in the Fiscal Year in which the calculation is made or any subsequent Fiscal Year; provided, however, that for the purposes of computing Maximum Annual Debt Services:

(a) principal and interest payments on Bonds and Parity Debt shall be excluded to the extent such payments are to be paid from amounts on deposit with the Trustee or other fiduciary in escrow specifically therefor and to the extent that such interest payments are to be paid from the proceeds of Bonds or Parity Debt held by the Trustee or other fiduciary as capitalized interest specifically to pay such interest by the Trustee or other fiduciary;

(b) if the Bonds or Parity Debt are Variable Rate Indebtedness and an interest rate swap agreement with a Qualified Counterparty (as defined below) is in effect with respect to such Bonds or Parity Debt pursuant to which the Authority has agreed to pay a fixed rate, then at the option of the Authority set forth in a written direction to the Trustee, the interest rate on such Variable Rate Indebtedness shall be the fixed rate payable under such interest rate swap agreement for the period that such agreement is in effect, and thereafter the variable rate on such Bonds or Parity Debt shall be calculated as provided in the definition of ‘Debt Service’. Qualified Counterparties’ mean any financial institution, including an insurance company or company related to a financial institution, which is a party to an interest rate swap agreement (“Counterparty”) if (i) the unsecured long-term debt obligations of such Counterparty (or of the parent or a subsidiary of such Counterparty, if such parent or subsidiary guarantees the performance of such Counterparty under such agreement), or (ii) obligations secured or supported by a letter of credit, contract, guarantee, agreement, insurance policy or surety bond issued by such Counterparty (or such guarantor parent or subsidiary), are rated at the time of initial execution and delivery of such agreement in one of the two highest rating categories by the Rating Agency;

(c) if interest on the Bonds or Parity Debt is payable at a fixed interest rate and an interest rate swap agreement with a Qualified Counterparty’ is in effect with respect to such Bonds or Parity Debt pursuant to which the Authority has agreed to pay a variable rate, then at the option of the Authority set forth in a written direction to the Trustee, the interest rate on such fixed rate Bonds or Parity Debt shall be the variable rate payable under such interest rate swap agreement (which shall be calculated as provided in (b) of definition of Debt Service) for the period that such agreement is in effect, and thereafter at the fixed rate on such Bonds or Parity Debt; and
(d) with respect to Optional Tender Bonds (as defined below), the Maximum Annual Debt Service thereon shall not include amounts payable upon mandatory or optional tender for purchase, and shall not be based upon the terms of any reimbursement obligation to the provider of any liquidity facility or credit facility for such Optional Tender Bonds except to the extent and for the periods during which Debt Service is required to be made pursuant to such reimbursement obligation due to such provider advancing funds for such purchase. ‘Optional Tender Bonds’ mean any Bonds or Parity Debt: (i) by its terms may be tendered by and at the option of, or required to be tendered by, the Owners thereof for payment or purchase by the Authority or another party prior to stated maturity thereof; (ii) by its terms requires such purchase if properly presented; and (iii) is rated at time of original issuance in one of the two highest rating categories by the Rating Agency.”

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under the laws of the State of Delaware, and its successors and assigns.


"1991 Master Indenture" means the Indenture, dated as of August 1, 1991, between the Authority and the 1991 Trustee.

"1991 Series A Bonds" means the Authority’s Sales Tax Revenue Bonds, 1991 Series A.

"1991 Supplemental Indenture" means the First Supplemental Indenture, dated as of August 1, 1991, between the Authority and the 1991 Trustee.


"Opinion of Bond Counsel" means a written opinion of a law firm of national standing in the field of public finance selected by the Authority and not objected to by the Trustee.

"Outstanding," when used as of any particular time with inference to Bonds, means (subject to the provisions of the Indenture relating to the disqualification of certain Bonds in determining the aggregate principal amount of Bonds Outstanding) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except (1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with the defeasance provisions of the Indenture; and (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the trustee pursuant to the Indenture.

"Owner" or "Bondholders or "Bondowner," whenever used with respect to a Bond, means the person in whose name such Bond is registered.
"Parity Debt" means the Equipment Trust Certificates and any indebtedness, installment sale obligation, lease obligation or other obligation of the Authority for borrowed money or interest rate swap agreement having an equal lien and charge upon the Revenues and therefore payable on a parity with the Bonds (whether or not any Bonds are Outstanding).

"Person" means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Fund" means the Fund by that name established pursuant to the Indenture.

"Project" means the acquisition, construction, improvement or equipping of any or all real and personal property, equipment, rights or interests to be owned, held or used for transit purposes, including, but not limited to, rights-of-way, rail lines, bus lines, stations, platforms, switches, barns, terminals, parking lots and any and all facilities necessary or convenient for transit service within or partly without the Authority, and the payment of all costs incidental to or connected with the accomplishment of such purpose including, without limitation, engineering, inspection, legal, fiscal agents, financial consultant and other fees, bond and other reserve funds, working capital, bond interest estimated to accrue during construction and for a period not to exceed one year thereafter, and expenses for all proceedings for the authorization, issuance and sale of Bonds.

"Project Fund" means the fund of that name established by the Indenture to hold the proceeds of a Series of Bonds or a portion thereof prior to expenditure on the Project.

"Proportionate Basis," when used with respect to the redemption of Bonds, means that the amount of Bonds of each maturity to be redeemed shall be determined as nearly as practicable by multiplying the total amount of funds available for redemption by the ratio which the amount of Bond Obligation of Bonds of such maturity bears to the amount of all Bond Obligation of Bonds to be redeemed, provided that if the amount available for redemption of Bonds of any maturity is insufficient to redeem a multiple of $5,000 principal amount or Accreted Value payable at maturity, such amount shall be applied to the redemption of the highest possible integral multiple (if any) of $5,000 principal amount or Accreted Value payable at maturity. For purposes of the foregoing, Term Bonds shall be deemed to mature in the years and in the amounts of the Mandatory Sinking Account Payments, and Capital Appreciation Bonds and Current Interest Bonds maturing or subject to Mandatory Sinking Account Payments in the same year shall be treated as separate maturities. When used with respect to the payment or purchase of Bonds, "Proportionate Basis" shall have the same meaning set forth above except that "pay" or "purchase" shall be substituted for "redeem" or "redemption" and "paid" or "purchased" shall be substituted for "redeemed."

"Rating Agency" means each of Fitch, Moody's and Standard & Poor's maintaining a rating on Bonds or Parity Debt at the request of the Authority.

"Rating Category" means (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (ii) with respect to any short-term or
commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

"Rebate Fund" means that fund established under the Indenture.

"Redemption Fund" means the fund by that name established pursuant to the Indenture.

"Redemption Price" means, with respect to any Bond (or portion thereof) the principal amount of such Bond (or portion thereof) plus the applicable premium, if any, payable upon redemption thereon pursuant to the provisions of such Bond and the Indenture.

"Revenue Fund" means the Sales Tax Revenue Fund established pursuant to the Indenture.

"Revenues" means during any fiscal period the sum of the following amounts for such fiscal period:

(1) all Sales Tax Revenues; and

(2) all other funds legally available to the Authority for payment of debt service on the Bonds and Parity Debt.

"Sales Tax Debt" means all outstanding bonds, notes and other obligations secured in whole or in part by Sales Tax Revenues.

"Sales Tax Revenues" means amounts collected by the State Board of Equalization and distributed to the Authority pursuant to Section 135250 et seq. of the Act and Ordinance No. NS-2 adopted by the Authority on March 29, 1976 and as approved by the voters on March 2, 1976.

"Securities Depositories" means the following: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 21530, Fax-(216) 227-4039 or 4190, Midwest Securities Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax-(312) 663-2343; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 13103, Attention: Bond Department, Dex-(215) 496-5058, or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories, or no such depositories, as the Authority may designate in a Request of the Authority delivered to the Trustee.

"Serial Bonds" means Bonds, maturing in specified years, for which no Mandatory Sinking Account Pavements are provided.

"Series," whenever used with respect to Bonds, means all of the Bonds designated as being of the same series, authenticated and delivered in a simultaneous transaction, regardless of variations in maturity, interest rate, redemption and other provisions, and any Bonds
authenticated and delivered upon transfer or exchange or in lieu of or in substitution for (but not to refund) such Bonds as provided in the Indenture.

"Sinking Accounts" means the accounts in the Principal Fund so designated and established pursuant to the Indenture for the payment of Term Bonds.

"Standard & Poor's" means Standard & Poor's Ratings Group, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Authority.

"State" means the State of California.

"Supplemental Indentures" means any indenture duly executed and delivered, supplementing, modifying or amending the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized under the Indenture.

"Tax Certificate" means the tax certificate delivered by the Authority at the time of the issuance and delivery of any Series of Bonds, as the same may be amended or supplemented in accordance with its terms.

"Term Bonds" means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

"Trustee" means First Trust of California, National Association, a national banking association, organized and existing under the laws of the United States, or its successor, as Trustee as provided in the Indenture.

"Variable Rate Indebtedness" means any indebtedness the interest rate on which is not fixed at the time of incurrence of such indebtedness, and has not at some subsequent date been fixed, at a single numerical rate for the entire term of the indebtedness.

**Funds and Accounts; Allocation of Revenues**

So long as any Bonds are Outstanding, the Trustee shall set aside in each month following receipt of the Sales Tax Revenues the moneys in the Revenue Fund in the following respective funds (each of which the Trustee shall establish, maintain and hold in trust for the benefit of the Owners of the Bonds in accordance with the provisions of the Indenture) in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that on a parity with such deposits the Trustee may set aside or transfer amounts with respect to the outstanding Equipment Trust
Certificates and other outstanding Parity Debt as provided in the Equipment Trust Indenture and the proceedings of such Parity Debt delivered to the Trustee (which shall be proportional in the event such amounts are insufficient to provide for all deposits equaled as of any date to be made with respect to the Bonds and such Parity Debt).

Interest Fund. Commencing in December, 1997, the Trustee shall set aside in the Interest Fund as soon as practicable in each month an amount equal to (a) one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness) during the next ensuing six months (excluding any interest or for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness) is on deposit in such Fund; provided that from the date of delivery of a Series of current Interest Bonds until the first interest payment date with respect to such Series the amounts so paid with respect to such Series shall be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said interest payment date with respect to such Series, plus (b) the aggregate amount of interest, calculated at a rate of twelve percent (12%) per annum of the actual rate of interest is not known, to accrue during that month on the Outstanding Variable Rate Indebtedness (provided, however, that the amount of such deposit into the Interest Fund for any month may be reduced by the amount by which the deposit in the prior month exceeded the actual amount of interest accrued during that month on said Outstanding Variable Rate Indebtedness and further provided that the amount of such deposit into the interest and for any month shall be increased by the amount by which the deposit in the prior month was less than the actual amount of interest accruing during that month on said Outstanding Variable Rate Indebtedness). No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the interest to become due and payable on the interest payment dates falling within the next six months upon all of the Bonds issued then Outstanding, and on June 1 of each year any excess amount in the Interest Fund not needed to pay interest on such date (and not held to pay interest on Bonds having interest payment dates other than June 1 and December 1) shall be transferred to the Authority (but excluding, in each case, any moneys on deposit in the Interest Band from the proceeds of any Series of bonds or other source and reserved as capitalized interest to pay interest on any future interest payment dates following such interest payment dates).

Principal Fund; Sinking Accounts. Commencing in December 1997, the Trustee shall deposit in the Principal Fund as soon as practicable in each month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six months, including any Bonds maturing on June 1, 1998, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next 12 months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be made during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments.
Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts shall have been created and for which mandatory redemption is required from such Sinking Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in the Bond Reserve Fund that would be in excess of the Bond Reserve Requirement upon such payment, no amounts need to be set aside toward such principal to be so refunded or paid. All of the aforesaid Mandatory Sinking Account Payments shall be made without priority of any payment into any one such Sinking Account over any other such payment. In the event that the Revenues shall not be sufficient to make the required deposits so that moneys in the Principal Fund on any principal or mandatory redemption date are equal to the amount of Bond Obligation to become due and payable on the Outstanding Serial Bonds of all Series plus the Bond Obligation amount of and redemption premium on the outstanding term Bonds required to be redeemed or paid at maturity on such date, then such moneys shall be applied on a proportionate basis and in such proportion as said Serial Bonds and such Term Bonds shall bear to each other, after first deducting for such purposes from said Term Bonds any of said Term Bonds required to be redeemed annually as shall have been redeemed or purchased during the preceding 12-month period and any of said Term Bonds required to be redeemed semiannually as shall have been redeemed or purchased during the six-month period ending on such date or the immediately preceding six-month period.

In the event that the Revenues shall not be sufficient to pay in full all Mandatory Sinking Account payments required to be paid at any one time into all such Sinking Accounts, then payments into all such Sinking Accounts shall be made, on a proportionate basis, in such proportion that the respective Mandatory Sinking account payments required to be made into each Sinking Account during the then current 12-month period bear to the aggregate of all of the Mandatory Sinking Account Payments required to be made into all such Sinking Accounts during such 12-month period.

No deposit need be made into the Principal Fund so long as there shall be in such fund (i) moneys sufficient to pay the Bond Obligation of all Serial Bonds then Outstanding and maturing by their terms within the next twelve months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be demanded on or prior to their respective due dates or paid from amounts on deposit in the Bond Reserve Fund that would be in excess of the Bond Reserve Requirement upon such payment, no amounts need be on deposit with respect to such principal payments. At the beginning of each Fiscal Year and in any event not later than August 1 of each year, the Trustee shall request from the Authority a certificate of the Authority setting forth the principal payments for which deposits will not be necessary pursuant to the preceding sentence and the reason therefor. On June 1 of each year any excess amounts in the Principal Fund not needed to pay principal on such date (and not held to pay principal on Bonds having principal payment dates other than June 1) shall be transferred to the Authority.

**Bond Reserve Fund.** Except as otherwise permitted by the Indenture, at such time as the Bond Reserve Requirement is required to be funded due to a decrease in the coverage of Sales
Tax Revenues over Maximum Annual Debt Service below 3.00 times, the Authority shall make or cause to be made, within one year, a deposit or deposits into the Bond Reserve Fund equal to the Bond Reserve Requirement. Additionally, except as otherwise provided in the Indenture, upon the occurrence of any deficiency in the Bond Reserve Fund, the Trustee shall deposit in the Bond Reserve Fund, as soon as possible in each month, until the balance therein is at least equal to the Bond Reserve Requirement, (i) one-twelfth (1/12th) of the aggregate amount of each unreplenished prior withdrawal from the Bond Reserve Fund and (ii) the full amount of any deficiency due to any required valuation of the investments in the Bond Reserve Fund.

Any Revenues remaining in the Revenue Fund after the foregoing transfers described above under "Interest Fund," "Principal Fund; Sinking Accounts" and "Bond Reserve Fund," except as otherwise provided in a Supplemental Indenture, shall be transferred on the same Business Day to the Authority. The Authority may use and apply the Revenues when received by it for any lawful purpose of the Authority, including the redemption of Bonds upon the terms and conditions set forth in the Supplemental Indenture relating to such Bonds and the purchase of Bonds as and when and at such prices as it may determine.

If five days prior to any principal payment date, interest payment date or mandatory redemption date the amounts on deposit in the Interest Fund and Principal Fund, including the Sinking Accounts therein, with respect to the payments to be made on such upcoming date after any transfers from the Bond Reserve Fund are insufficient to make such payments, the Trustee shall immediately notify the Authority, in writing, of such deficiency and direct that the Authority transfer the amount of such deficiency to the Trustee on or prior to such Payment date. The Authority covenants and agrees in the Indenture to transfer to the Trustee from any Revenues in its possession the amount of such deficiency on or prior to the principal, interest or mandatory redemption date referenced in such notice.

Application of Interest Fund

All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Indenture) and making payments on interest rate swap agreements, as provided in the Indenture.

Application of Principal Fund

All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purposes of paying the Bond Obligation of the Bonds when due and payable, except that any amounts in the Sinking Accounts shall be used and withdrawn by the Trustee solely to purchase or redeem or pay at maturity Term Bonds, as provided in the Indenture.

The Trustee shall establish and maintain within the Principal Fund a separate account for the Term Bonds of each Series And maturity. On or before the Business Day prior to any date upon which a Mandatory Sinking Account Payment is due, the Trustee shall transfer the amount of such Mandatory Sinking Account Payment (being the principal thereof, in the case of Current Interest Bonds, and the Accreted Value, in the case of Capital Appreciation Bonds) from the
Principal Fund to the applicable Sinking Account. With respect to each Sinking Account, on each Mandatory Sinking Account Payment date established for such Sinking Account, the Trustee shall apply the Mandatory Sinking Account payment required on that date to the redemption of Term Bonds of such Series And maturity for which such Sinking Account was established, in the manner provided in the Supplemental Indenture pursuant to which such Series of Bonds was created, provided that, at any time prior to giving such notice of such redemption, the Trustee shall, upon receipt of a Request of the Authority, apply moneys in such Sinking Account to the purchase or Term Bonds of such Series And maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as is directed by the Authority, except that purchase price (excluding accrued interest, in the case of Current Interest Bonds) shall not exceed the principal Amount or Accreted Value thereof. Assuming the 12-month period (or six-month period with respect to Bonds having semi-annual Mandatory Sinking Account Payments) immediately preceding said Mandatory Sinking Account Payment Date, the Trustee has purchased Term Bonds of such Series And maturity with moneys in such Sinking Account, or, during said period and prior to giving said notice of redemption, the Authority has deposited Term Bonds of such Series And maturity with the Trustee, or Term Bonds of such Series And maturity were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Term Bonds so purchased or deposited shall be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Term Bonds purchased or deposited pursuant to this provision shall be canceled by the Trustee and destroyed by the Trustee and a certificate of destruction shall be delivered to the Authority by the Trustee. Any amounts remaining in a Sinking Account when all of the Term Bonds for which such account was established are no longer Outstanding shall be withdrawn by the Trustee and transferred to the Authority to be used for any lawful purpose. All Term Bonds purchased from a Sinking Account or deposited by the Authority with the Trustee in a 12-month period ending May 31 (or in a six-month period ending May 1 or November 30 with respect to Bonds having semi-annual Mandatory Sinking Account Payments) and prior to the giving of notice by the Trustee for redemption from Mandatory Sinking Account Payments for such period shall be allocated first to the next succeeding Mandatory Sinking Account Payment for such Series And maturity of Term Bonds, if any, occurring on the next June 1 or December 1, then as a Credit against such future Mandatory Sinking Account Payments for such Series And maturity of Term Bonds as may be specified in a Request to the Authority. All Term Bonds redeemed by the Trustee from the Redemption Fund shall be credited to such future Mandatory Sinking Account Payments for such Series And Maturity of Term Bonds as may be specified in a Request of the Authority.

Funding and Application of Bond Reserve Fund

In lieu of making the Bond Reserve Requirement deposit in compliance with the provisions of the Indenture described above under "Additional Indebtedness" and "Funds and Accounts; Allocation of Revenues," or in replacement of moneys then on deposit in the Bond Reserve Fund (which shall be transferred by the Trustee to the Authority), the Authority may deliver to the Trustee an irrevocable letter of credit issued by a financial institution having unsecured debt obligations rated in one of the two highest Rating Categories of the Rating Agency and rated not less than the rating on the Bonds (excluding any rating attributable to a
letter of credit, insurance policy or other credit enhancement securing the Bonds), in an amount, together with moneys, Investment Securities or letters of credit on deposit in the Bond Reserve Fund, equal to the Bond Reserve Requirement. Such letter of credit shall have an original term of no less than three (3) years or, if less, the maturity of the Series of Bonds in connection with which such letter of credit was obtained and such letter of credit shall provide by its terms that it may be drawn upon as provided in the provisions of the Indenture regarding the funding and application of the Bond Reserve Fund. At least one year prior to the stated expiration of such letter of credit, the Authority shall either (i) deliver a replacement letter of credit, (ii) deliver an extension of the letter of credit for at least an additional year or, if less, the maturity of the Series of Bonds in connection with which such letter of credit was obtained, or (iii) deliver to the Trustee a surety bond or an insurance policy satisfying the requirements of the Indenture provisions relating thereto. Upon delivery of such replacement letter of credit, extended letter of credit, or surety bond or insurance policy, the Trustee shall deliver the then-effective letter of credit to or upon the order of the Authority. If the Authority shall fail to deposit a replacement letter of credit, extended letter of credit or surety bond or insurance policy with the Trustee, the Authority shall immediately commence to make monthly deposits with the Trustee so that an amount equal to the Bond Reserve Requirement will be on deposit in the Bond Reserve Fund no later than the stated expiration date of the letter of credit. If an amount equal to the Bond Reserve Requirement as of the date following the expiration of the letter of credit is not on deposit in the Bond Reserve Fund one week prior to the stated expiration date of the letter of credit (excluding from such determination the letter of credit), the Trustee shall draw on the letter of credit to fund the deficiency resulting therefrom in the Bond Reserve Fund.

In lieu of making the Bond Reserve Requirement deposit or in replacement of moneys then on deposit in the Bond Reserve Fund (which shall be transferred by the Trustee to the Authority), the Authority may deliver to the Trustee a surety bond or an insurance policy securing an amount, together with moneys, investment securities or letters of credit on deposit in the Bond Reserve Fund, equal to the Bond Reserve Requirement. Such surety bond or insurance policy shall be issued by an insurance company whose unsecured debt obligations (or for which obligations secured by such insurance bonds or insurance policies) are rated in one of the two highest Rating Categories of the Rating Agency and rated not less than the rating on the Bonds (excluding any rating attributable to a letter of credit, insurance policy or other credit enhancement securing the Bonds). Such surety bond or insurance policy shall have a term of no less than the maturity of the Series of Bonds in connection with which such surety bond or insurance policy was obtained. In the event that such surety bond or insurance policy for any reason lapses or expires, the Authority shall immediately implement (i) or (iii) of the preceding paragraph or make the required deposits to the Bond Reserve Fund.

All amounts in the Bond Reserve Fund (including all amounts which may be obtained from letters of credit and surety bonds and insurance policies on deposit in the Bond Reserve Fund) shall be used and withdrawn by the Trustee, as described in the Indenture, solely for the purpose of making up any deficiency in the Interest Fund or the Principal Fund, or (together with any other moneys available therefor) for the payment or redemption of all Bonds then Outstanding, or for the payment of the final Principal and Interest Payment to a Series of Bonds if, following such payment, the amounts in the Bond Reserve Fund (including the amounts which may be obtained from letters of credit and surety bonds and insurance policies on deposit
therein) will equal the Bond Reserve Requirement. The Trustee shall, on a pro rata basis with respect to the portion of the Bond Reserve Fund held in cash or Investment Securities and amounts held in the form of letters of credit and amounts held in the form of surety bonds and insurance policies (calculated by reference to the maximum amounts of such letters or credit and surety bonds and insurance policies and the amount of the initial deposit of such cash and Investment Securities), draw under each letter of credit or surety bond or insurance policy issued with respect to the Bond Reserve Fund, in a timely manner and pursuant to the terms of such letter of credit or surety bond or insurance policy issued with respect to the Bond Reserve Fund, in a timely manner and pursuant to the terms of such letter of credit or surety bond or insurance policy to the extent necessary in order to obtain sufficient funds on the date such funds are needed to pay the Bond Obligation of, Mandatory Sinking Account payments with respect to, and interest on the Bonds when due. To the extent provided in a letter of credit, insurance policy or surety bond or in the Supplemental Indenture pursuant to which a Series of Bonds is issued, such installment or portion of the Bond Reserve Fund may be available to pay only the Series of Bonds for which it has obtained or to which it relates. In such event, all other amounts or instruments on deposit in the Bond Reserve Fund shall not be available for payments with respect to such Series of Bonds, but shall be applied by the Trustee to payments with respect to all or such other Series of Bonds not so secured. The Bond Reserve Fund, in such an instance, shall be composed of segregated accounts which shall separately secure a Series or Series of Bonds. In the event that the Trustee has notice that any payment of principal of or interest on a Bond has been recovered from a Bondowner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee, pursuant to and provided that the terms of the letter of credit or surety bond or bond insurance policy, if any, securing the Bonds so provide, shall so notify the Authority thereof and draw on such letter of credit or surety bond or policy to the lesser of the extent required or the maximum amount of such letter of credit or surety bond or policy in order to pay to such Bondowners the principal of and interest so recovered. Any amounts in the Bond Reserve and in excess of the Bond Reserve Requirement shall be transferred to the Trustee or the Authority on June 1 and December 1 of each year, provided that such amounts shall be transferred only from the portion of the Bond Reserve Fund held in the form of cash or Investment Securities.

Application of Redemption Fund

The Trustee shall establish, maintain and hold in trust a special fund designated as the "Redemption Fund." All moneys deposited by the Authority with the Trustee for the purpose of optionally redeeming Bonds of any Series shall, unless otherwise directed by the Authority, be deposited in the Redemption Fund. All amounts deposited in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds of such Series, in the manner, at the times and upon the terms and conditions specified in the Supplemental Indenture pursuant to which such Series of Bonds was created; provided that, at any time prior to giving such notice of redemption, the Trustee shall, upon receipt of a Request of the Authority, apply such amounts to the purchase of Bonds of such Series at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding, in the case of Current Interest Bonds, accrued interest, which is payable from the Interest Account) as is directed by the Authority, except that the purchase price (exclusive of such earned interest) may not exceed the Redemption Price or Accreted Value then applicable to such Bonds. All Term Bonds purchased or redeemed from the Redemption Fund shall be allocated to Mandatory Sinking Account.
payments applicable to such Series And maturity of Term Bonds as may be specified in a Request of the Authority.

Establishment and Application of Costs of Issuance Fund

The Authority shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Authority to pay the costs of issuance of the Bonds.

Investment of Moneys in Funds and Accounts

All moneys in any of the funds and accounts held by the trustee and established pursuant to the Indenture shall be invested, as directed by the Authority, solely in Investment Securities. The Investment Securities shall be, as directed by the Authority in writing or by telephone, promptly confirmed in writing, be acquired subject to the limitations described below under "Covenants of the Authority - Tax Covenants," the limitations as to maturities hereinafter in this provision described and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Authority. If and to the extent the Trustee does not receive investment instructions from the Authority with respect to the moneys in the funds and accounts held by the Trustee pursuant to the Indenture, such moneys shall be invested in Investment Securities described in clause (xii) of the definition thereon and the Trustee shall thereupon request investment instructions from the Authority for such moneys.

Moneys in the Bond Reserve Fund shall be invested in Investment Securities available on demand or maturing within five years of the date of such investment. Moneys in the remaining Funds and accounts shall be invested in Investment Securities maturing or available on demand not earlier than the date on which it is estimated that such moneys will be required by the Trustee.

Unless otherwise provided in a Supplemental indenture, all interest, profits and other income received from the investment of moneys in any Fund or account, other than the Rebate Fund and the Project Fund, shall be transferred to the Revenue Fund when received. All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be deposited in the Rebate Fund, except as described below Under "Covenants of the Authority - Tax Covenants." All interest, profits and other income received from the investment of moneys in the Project Fund shall be deposited in the Project Fund. Notwithstanding anything to the contrary contained in this provision, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account from which such accrued interest was paid.

All Investment Securities credited to the Bond Reserve Fund shall be valued as of May 31 and November 30 of each year (or the next succeeding Business Day if such day is not a Business Day) at their fair market value determined to the extent practical by reference to the closing bid price thereof published in The Wall Street Journal or any other financial publication or quotation service selected by the Trustee in its sole discretion.
The Trustee may commingle any of the funds or accounts established pursuant to the Indenture into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee shall be accounted for separately as required by the Indenture and, provided further, that such commingling shall not be allowed to the extent the Authority so instructs the Trustee, to accommodate rebate calculations. The Trustee may act as principal or agent in the rating or disposing of any investment and, with the prior written consent of the Authority, may impose its customary charge therefor. The Trustee may sell at the best price obtainable, or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

The Authority may and the Trustee shall, upon the Request of the Authority, enter into a financial futures or financial option contract with an entity the debt securities of which are rated in the highest short-term or one of the two highest long-term Rating Categories by the Rating Agency.

The Authority may and the Trustee shall upon the Request of the Authority, and provided that the Trustee is supplied with an Opinion of Bond Counsel to the effect that such action is permitted under the laws of the State of California, enter into an interest rate swap agreement corresponding to the interest rate or rates payable on a Series of Bonds or any portion thereof and the amounts received by the Authority or the Trustee, if any, pursuant to such a swap agreement may be applied to the deposits required under the Indenture; in which case, the entity with which the Authority or the Trustee may contract for an interest rate swap is limited to entities the debt securities of which are rated at the highest short-term or one of the two highest long-term Debt Rating Categories by the Rating Agency. If the Authority so designates, amounts payable under the interest swap agreement shall be secured by Revenues and other assets pledged under the Indenture to the Bonds on a parity basis therewith and, in such event, the Authority shall pay to the Trustee for deposit in the Interest Fund, at the times and in the manner provided by the Indenture, as described above under "Funds and Accounts; Allocation of Revenues," the amounts to be paid under such interest rate swap agreement, as if such amounts were additional interest due on the Bonds to which such interest rate swap agreement relates, and the Trustee shall pay to the other party to the interest rate swap agreements to the extent required thereunder, amounts deposited in the Interest Fund for the payment or interest on the Bonds with respect to which such agreement was entered into.

The Trustee shall keep proper books of record and accounts containing complete and correct entries of all transactions made by it relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Bonds, including moneys derived from, pledged to, or to be used to make payments on the Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee as to be allocated and shall set forth, in the case of each investment security, (a) its purchase price, (b) identifying information, including par amount, coupon rate, and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and
dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity.

The Trustee shall also provide to the Authority, in accordance with a request of the Authority, with respect to each Investment Security such documentation as is reasonably available to the Trustee and is required by the Code or other applicable law to be obtained by the Authority as evidence to establish that each investment had been acquired and disposed of on an established market in an arm's-length transaction at a price equal to its fair market value and with no amounts having been paid to reduce the yield on the investments, or shall be United States Treasury Obligations - State and Local Government Series As set forth in the Tax Certificate.

Covenants of the Authority

The Authority covenants in the Indenture, among other things, that:

(i) **Punctual Payment.** The Authority will punctually pay or cause to be paid the principal or Redemption Price of and interest on all the Bonds, in strict conformity with the terms of the Bonds and of the Indenture, according to the true intent and meaning thereof, and shall punctually pay or cause to be paid all Mandatory Sinking Account payments, but in each case only out of Revenues as provided in the Indenture.

(ii) **Extension of Payment of Bonds.** The Authority will not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any Bonds or claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under the Indenture, to the benefits of the Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims or interest thereon which shall not have been so extended. Nothing described in the Indenture shall be deemed to limit the right of the Authority to issue bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be seemed to constitute an extension of maturity of Bonds.

(iii) **Waiver of Acts.** The Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension of law in force that may affect the covenants and agreements contained in the Indenture or in the Funds, and all benefit or advantage of any such law or laws as expressly waived by the Authority to the extent permitted by law.

(iv) **Further Assurances.** The Authority will make, execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in the Indenture.
(v) Against Encumbrances. The Authority will not create any pledge, lien or charge upon any of the Sales Tax Revenues having priority over or having parity with the lien of the Bonds except only as permitted in the Indenture.

(vi) Accounting Records and Financial Statements. The Authority will at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting principles, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and account shall be available for inspection by the Trustee at reasonable hours and under reasonable circumstances.

The Authority will furnish the Trustee, within two hundred ten (210) days after the end of each Fiscal Year, the financial statements of the Authority relating to the Revenues for such Fiscal Year, together with the report and opinion of an independent certified public accountant stating that the financial statements have been prepared in accordance with generally accepted accounting principles and that such accountants' examination of the financial statements was performed in accordance with generally accepted auditing standards and a Certificate of the chief financial officer of the Authority stating that no event which constitutes an Event of Default or which with the giving of notice or the passage of time or both would constitute an Event of Default has occurred and is continuing as of the end of such Fiscal Year, or specifying the nature of such event and the actions taken and proposed to be taken by the Authority to cure such default. Thereafter, a copy of such financial statements will be furnished to any owner of Bonds upon written request to the Authority.

(vii) Collection of Sales Tax Revenues. The Authority covenants and agrees that it has duly levied a transactions and use tax in accordance with the Act, pursuant to and in accordance with the Ordinance, duly passed and adopted by the Authority. Said Ordinance has not and will not be amended, modified or altered so long as any of the Bonds are Outstanding in any manner which would reduce the amount of or timing of receipt of Sales Tax Revenues, and the Authority will continue to levy and collect such transactions and use taxes to the full amount permitted by law. The Authority further covenants that it has entered into an agreement with the State Board of Equalization under and pursuant to which the State Board of Equalization will process and supervise collection of said transactions and use taxes and will transmit Sales Tax Revenues directly to the Trustee. Said agreement will be continued in effect so long as any of the Bonds are outstanding and shall not be amended, modified or altered without the written consent of the Trustee so long as any of the Bonds are Outstanding. The Authority will receive and hold in trust for (and remit immediately to) the Trustee any Sales Tax Revenues paid to the Authority by the State Board of Equalization.

Sales Tax Revenues received by the Trustee shall be transmitted to the Authority as described above under "Funds and Accounts; Allocation of Revenues;" provided that, during the continuance of an Event of Default, any Sales Tax Revenues received by the Trustee shall be applied first to the payment of the costs and expenses of the Trustee in declaring such Event of Default and pursuing remedies, including reasonable compensation of its agents, attorneys and counsel, which costs and expenses shall be paid from the Revenue Fund, and second, to deposit into the Interest Fund and Principal Fund and to the payment of Parity Debt as more fully set forth in the Indenture and as described under "Events of Default."
The Authority covenants and agrees to separately account for all Revenues and to provide to the Trustee access to such accounting records at reasonable hours and under reasonable circumstances.

The Authority covenants that so long as the Bonds are Outstanding, it will not, to the best of its ability, suffer or permit any change, modification or alteration to be made to the Act which would materially and adversely affect the rights of Bondholders.

**Rebate Fund.** The Trustee shall establish and maintain a fund separate from any other fund established and maintained under the Indenture designated as the Rebate Fund. Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary in order to comply with the terms and requirements of the Tax Certificates subject to the transfer provisions described below, all money at any time deposited in the Rebate Fund shall be held by the Trustee for the account of the Authority in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the federal government of the United States of America, and neither the Trustee nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by the Indenture and by the Tax Certificate. The Authority covenants to comply with the directions contained in the Tax Certificate and the Trustee covenants to comply with all written instructions of the Authority delivered to the Trustee pursuant to the Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Trustee to make any calculations with respect thereto). The Trustee shall be deemed conclusively to have complied with the provisions of the Indenture described in this provision if it follows such instructions of the Authority, and the Trustee shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate nor to make computations in connection therewith.

The Trustee shall invest all amounts held in the Rebate Fund, pursuant to written instructions of the Authority, in Investment Securities, subject to those restrictions set forth in the Tax Certificate.

Upon receipt of the instructions of the Authority, the Trustee shall remit part or all of the balances in the Rebate Fund to the Federal Government of the United States or America, as directed. In addition, if such instructions so direct, the Trustee shall deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed. Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Requirement, shall be withdrawn and remitted to the Authority in accordance with a Request of the Authority.

Notwithstanding any other provision of the Indenture, including in particular the defeasance provisions thereof, the obligation to remit the Rebate Requirement to the Federal Government of the United States of America and to comply with all other requirements of this provision and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.
The Authority shall retain all records with respect to the calculations and instructions described in the Indenture for at least six years after the date on which the last of the principal of and interest on the Bonds has been paid, whether upon maturity or prior redemption thereof.

**Tax Covenants.** The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code; provided that, prior to the issuance of any Series of Bonds, the Authority may exclude the application of these covenants and the covenants described above under "Rebate Fund" to such Series of Bonds. Without limiting the foregoing, the Authority shall comply with all requirements and covenants contained in the Tax Certificate. In the event that at any time the Authority is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provision of the Indenture described in this provision and above under "Rebate Fund," if the Authority shall receive an Opinion of Bond Counsel to the effect that any action required as described in the Indenture and therein is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions of the Indenture, and the covenants thereunder shall be deemed to be modified to that extent.

**Modification or Amendment of the Indenture**

**Amendments Requiring the Consent of Bondowners.** The Indenture and the rights and obligations of the Authority, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into with the written consent of the Owners of a majority in aggregate amount of Bond Obligation of the Bonds (or, if such Supplemental Indenture is only applicable to a Series of Bonds, such Series of Bonds) then Outstanding shall have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding for purposes of this provision.

The Indenture and the rights and obligations of the Authority and of the Owners of the Bonds and of the Trustee may also be modified or amended at any time by a Supplemental Indenture entered into by the Authority and the Trustee which shall become binding when the written consents of each provider of a letter of credit or a policy of bond insurance for the Bonds shall have been filed with the Trustee, provided that at such time the payment of all the principal of and interest on all Outstanding Bonds shall be insured by a policy or policies of municipal bond insurance or payable under a letter of credit the provider of which shall be a financial institution or association having unsecured debt obligations rated, or insuring or securing other debt obligations rated on the basis of such insurance or letters of credit, in one of the two highest Rating Categories of the Rating Agency.
No such modification or amendment shall (a) extend the mixed maturity of any Bond, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment provided for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Owner of each Bond so affected, or (b) reduce the aforesaid percentage of Bond Obligation the consent of the Owners of which is required to effect any such modification or amendment or permit the creation of any lien on the Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the owners of the Bonds of the lien created by the Indenture on such Revenues and other assets (in each case, except as expressly provided in the Indenture), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bondholders to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution and delivery by the Trustee and the Authority of any Supplemental Indenture as described in the Indenture, the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Owners of the Bonds at the addresses shown on the registration books of the Trustee. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

Amendments Not Requiring the Consent of Bondowners. The Indenture and the rights and obligations of the Authority, of the Trustee and of the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority may adopt without the consent of any Bondholders due only to the extent permitted by law and only for any one or more of the following purposes:

1. to add to the covenants and agreements of the Authority in the Indenture other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power therein reserved to or conferred upon the Authority;

2. to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture;

3. to modify, amend or supplement the Indenture in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute thereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially and adversely affect the interests of the Owners of the Bonds;

4. to make modifications or adjustments necessary, appropriate or desirable to provide for the issuance of Variable Rate Indebtedness, Capital Appreciation Bonds or Parity Debt with such interest rate, payment, maturity and
other terms as the Authority may deem desirable, subject to the provisions of the Indenture described above under "Additional Indebtedness;"

(5) to provide for the issuance of Bonds in book-entry form or bearer form, provided that no such provision shall materially and adversely affect the interests of the Owners of the Bonds;

(6) to make modifications or adjustments necessary, appropriate or desirable to accommodate credit enhancements including letters of credit and surety bonds and insurance policies delivered with respect to the Bond Reserve Fund;

(7) if the Authority agrees in a Supplemental Indenture to maintain the exclusion of interest on a Series of Bonds from gross income for purposes of federal income taxation, to make such provisions as are necessary or appropriate to ensure such exclusion;

(8) to provide for the issuance of an additional Series of Bonds pursuant to provisions of the Indenture described above under "Additional Indebtedness;" and

(9) for any other purpose that does not materially and adversely affect the interests of the Owners of the Bonds.

Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Defeasance of Bonds

Discharge of Indenture. Bonds of any Series or a portion thereof, including the Bonds, may be paid by the Authority in any of the following ways:

(a) by paying or causing to be paid the Bond Obligation of and interest on such Outstanding Bonds, as and when the same become due and Payable;

(b) by depositing with the Trustee, an escrow agent or other fiduciary, in trust, at or before maturity, money or securities in the necessary amount (as discussed below under "Deposit of Money or Securities") to pay or redeem such Outstanding Bonds; or
(c) by delivering to the Trustee, for cancellation by it, such Outstanding Bonds.

If the Authority shall pay all Series for which any Bonds are Outstanding and also pay or cause to be paid all other sums payable under the Indenture by the Authority, then in that case, at the election of the Authority (evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of Revenues and other assets made under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon request of the Authority, the Trustee shall cause an accounting of such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Authority all moneys or securities or other property held by it pursuant to the Indenture which, as evidenced by a verification report, upon which the Trustee may conclusively rely, from a firm of certified public accountants, or other independent consulting firm, are not required for the payment or redemption of Bonds not surrendered for such payment or redemption.

Discharge of Liability on Bonds. Upon the deposit with the Trustee, escrow agent or other fiduciary, in trust, at or before maturity, of money or securities in the necessary amount (as discussed below under "Deposit of Money or Securities") to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Authority in respect of such Bond shall cease, terminate and be completely discharged, provided that the Owner thereof shall thereafter be entitled to the payment of the principal of and premium, if any, and interest on the Bonds, and the Authority shall remain liable for such payment, but only out of such money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of the indenture regarding any principal, Redemption Price of or interest on the Bonds that remain unclaimed for a period of two years after the principal of all the Bonds has become due and payable, and the continuing duties of the Trustee under the Indenture.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Deposit of Moneys or Securities. Whenever in the Indenture it is provided or permitted there be deposited with or held in trust money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include moneys or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and shall be:
(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or Redemption Price of such Bonds and all unpaid interest thereon to the redemption date; or

(b) Investment Securities described in clauses (i), (ii) or (vi) of the definition thereof the principal of and interest on which when due will, in the opinion of an independent certified public accountant delivered to the Trustee (upon which opinion the Trustee may conclusively rely), provide money sufficient to pay the principal or redemption Price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice; provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of the Indenture or by Request of the Authority) to apply such money to the payment of such Principal or Redemption Price and interest with respect to such Bonds.

Transfer and Exchange of Bonds

Use of Depository. So long as the Bonds are registered in book-entry form, Beneficial Owners will not receive certificates representing their ownership interests in the Bonds. Transfers of ownership interests in, and exchanges of, the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC Participants acting on behalf of the Beneficial Owners. In the event that DTC determines to discontinue providing its services as depository or is removed as depository by the Authority (and there is no successor depository), the Authority shall issue, and the Trustee shall authenticate and deliver, Bonds to the DTC Participants for further delivery to the Beneficial Owners. Thereafter, the Trustee shall maintain a register of the Owners of the Bonds, and transfers and exchanges of Bonds shall be effected as described in this provision.

Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the register required to be kept by the Trustee, by the person in whose name it is registered, in person or by its duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Trustee.

Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds, of the same tenor, maturity and interest rate and for a like aggregate principal amount; provided that no registration or transfer may occur during the period established by the Trustee for selection of Bonds for
redemption, or of any Bond or portion of a Bond so selected for redemption. The Trustee shall require the Bondholder requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations or the same series, maturity and interest rate, provided that no exchange may occur during the period established by the Trustee for selection of Bonds for redemption, or of any Bond or portion of a Bond so selected for redemption. The Trustee shall require the Bondholder requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange.

Events of Default and Remedies of Bondholders

Events of Default. Each of the following events constitutes an Event of Default under the Indenture:

(a) default in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, or default in the redemption from any Sinking Account of any Bonds in the amounts and at the times provided therefor;

(b) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

(c) if the Authority shall fail to observe or perform any covenant, condition, agreement or provision in the Indenture on its part to be observed or performed, other than as referred to in subsection (a) or (b) above, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, has been given to the District by the Trustee; except that, if such failure can be remedied but not within such sixty (60) day period and if the District has taken all action reasonably possible to remedy such failure within such sixty (60) day period, such failure shall not become an Event of Default for so long as the District shall diligently proceed to remedy the same in accordance with and subject to any directions or limitations of time established by the Trustee;

(d) if any default shall exist under any agreement governing any Parity Debt and such default shall continue beyond the grace period, if any, provided for with respect to such default;

(e) if the Authority files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of
creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself;

(f) if a court of competent jurisdiction shall enter an order, judgment or decree declaring the Authority insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Authority, or approving a petition filed against the Authority seeking reorganization of the Authority under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof;

(g) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the Revenues, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control; or

(h) if the Legislature of the State shall repeal or amend all or any portion of the provisions of the Act relating to the retail transactions and use tax, being Sections 100250 to 100256, inclusive, of the Public Utilities Code unless the Authority has determined that said repeal or amendment does not materially and adversely affect the rights of Bondholders.

Remedies; Acceleration; Rights of Bondholders. Except as discussed below in this provision, in each and every case during the continuance of an Event of Default, the Trustee or the holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding shall be entitled, upon notice in writing to the Authority, to declare the principal of all of the Bonds then outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture other than as discussed in this provision or in the Bonds contained to the contrary notwithstanding.

These provisions, however, are subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable because of an Event of Default, the Authority shall pay to or shall deposit with the Trustee a sum sufficient to pay all principal on such Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, and the reasonable expenses of the Trustee, and any and all other defaults known to the Trustee shall have been cured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall have been made therefor, then, the holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, by written notice to the Authority and to the Trustee, may, on behalf of the holders of all the Bonds, rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

These provisions are subject to the further condition that they are only effective, and the remedy of acceleration of the Bonds is only available, during a period when Parity Debt is
outstanding, which Parity Debt, pursuant to the terms thereof, is subject to acceleration and payment prior to maturity.

Application of Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, the Authority shall immediately transfer to the Trustee all Revenues held by it and the Trustee shall apply all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (except as otherwise provided in the Indenture) as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and Parity Debt, including the costs and expenses of the Trustee and the Bondholders in declaring such Event of Default, and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements to its counsel and other agents) incurred in and about the performance of its powers and duties under the Indenture;

(2) To the payment of the whole amount of Bond Obligation then due on the Bonds and Parity Debt (upon presentation of the Bonds and Parity Debt to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture with interest on such Bond Obligation, at the rate or rates of interest borne by the respective Bonds and Parity Debt, to the payment to the persons entitled thereto of all installments of interest then due and the unpaid principal or Redemption Price of any Bonds and Parity Debt which shall have become due, whether at maturity by acceleration or by call for redemption, in the order of their due dates, with interest on the overdue Bond Obligation and Parity Debt at the rate borne by the respective Bonds and Parity Debt, and, if the amount available shall not be sufficient to pay in full all the Bonds and Parity Debt due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal or Accreted Value due on such date to the persons entitled thereto, without any discrimination or preference.

Trustee to Represent Bondholders. The Trustee is irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, the Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondholders, the Trustee in its discretion may, and upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate amount of Bond Obligation of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effective to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement.
contained in the Indenture, or in aid of the execution of any power granted in the Indenture, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under the Indenture, the Act or any other law, and upon instituting such proceedings the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the revenues and other assets pledged under the Indenture, pending such proceedings. All rights or action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of the Indenture.

Bondholders Direction of Proceedings. Anything in the Indenture to the contrary notwithstanding, the Owners of a majority in aggregate amount of Bond Obligation of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee should be unjustly prejudicial to Bondholders or holders of Parity Debt not parties to such direction.

Limitation on Bondholders Right to Sue. No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Act or any other applicable law with respect to such Bond, unless (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default, (2) the Owners of not less than twenty-five percent (25%) in aggregate amount of Bond Obligation or the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers granted under the Indenture or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (5) the Trustee shall not have received contrary directions from the Owners of an aggregate amount of Bond Obligation of the Bonds then Outstanding in excess of the aggregate amount of Bond Obligation or Bonds owned by the owners making such request.

Such notification, requests, tender of indemnity and refusal or omission are conditions precedent to the exercise by any Owner of Bonds of any remedy under the Indenture or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Indenture, the Act or other applicable law with respect to the Bonds, except in the manner provided in the Indenture, and that all proceedings at law or in equity to enforce any such right
shall be instituted, had and maintained in the manner therein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of the Indenture.

Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Bondholders on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, then in every such case the Authority, the Trustee and the Bondholders, subject to any determination in such proceedings, shall be restored to their former positions and rights under the Indenture, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bondholders shall continue as though no such proceedings had been taken.

Remedies Not Exclusive. No remedy conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given under the Indenture existing at law or in equity or otherwise.

No Waiver of Default. No delay or omission of the Trustee or of any Owner or the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by the Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default under the indenture by the Trustee or the Bondholders shall extend to or affect any subsequent Event of Default or impair any rights or remedies consequent thereto.

No waiver of any Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.
APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE
APPENDIX F

BOOK-ENTRY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for Bond in the aggregate principal amount of such Bond, and will be deposited with DTC. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the front portion of this Official Statement or in APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

The following information has been provided by DTC, and neither of the Santa Clara Valley Transportation Authority (the “Authority”) nor the Underwriter makes any representation as to its accuracy or completeness. For further information, beneficial owners should contact DTC in New York, New York.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The information set forth on such websites is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (each a “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written
confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee. Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority and the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments, redemption proceeds, distributions and dividend payments, will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Trustee, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street
name,” and will be the responsibility of such Participant and not of the Authority, DTC, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest, redemption proceeds, distributions and dividends, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the applicable remarketing agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant’s interest in the Bonds, on DTC’s records, to the applicable remarketing agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC’s records and followed by a book-entry credit of tendered Bonds to the applicable remarketing agent’s DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered in accordance with the provisions of the Indenture.
APPENDIX G

FORM OF BOND COUNSEL OPINION

[Date of Delivery]

Santa Clara Valley Transportation Authority
3331 North First Street, Building C
San Jose, California 95134

$________
Santa Clara Valley Transportation Authority
Sales Tax Revenue Refunding Bonds
2011 Series A

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance of $________ aggregate principal amount of Sales Tax Revenue Refunding Bonds, 2011 Series A (the “2011 Series A Bonds”) issued by the Santa Clara Valley Transportation Authority (the “Authority”), a county transit district duly organized and existing under the Santa Clara Valley Transportation Authority Act, being Part 12 of Division 10 of the Public Utilities Code of the State of California (Sections 100000 et seq.) (the “Act”).

The 2011 Series A Bonds are being issued pursuant to the Act (and the provisions of the Revenue Bond Law of 1941, being Section 54300 et seq. of the California Government Code as referenced in the Act), an Indenture, dated as of November 1, 1997, as amended and supplemented (as previously amended and supplemented, the “Original Indenture”), by and between the Authority and U.S. Bank National Association, as successor to First Trust of California, National Association, as trustee (the “Trustee”) and an Eighth Supplemental Indenture, dated as of October 1, 2011 (the “Eighth Supplemental Indenture”), by and between the Authority and the Trustee. The Original Indenture and the Eighth Supplemental Indenture are collectively referred to herein as the “Indenture.” The 2011 Series A Bonds are being issued to refund the Santa Clara County Transit District Junior Lien Sales Tax Revenue Bonds, 1998 Series A and the Santa Clara Valley Transportation Authority Junior Lien Sales Tax Revenue Bonds, 2000 Series A (together, the “Refunded Bonds”).

The 2011 Series A Bonds are limited obligations of the Authority secured under the Indenture by a pledge of sales tax revenues derived from a one-half of one percent retail transactions and use tax (the “1976 Sales Tax”), imposed in accordance with the Act and the California Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 et seq.), less certain administrative fees paid to the California State Board of Equalization in connection
with the collection and disbursement of the 1976 Sales Tax, approved by the electorate of the County of Santa Clara in October 1976. The 2011 Series A Bonds are further secured by a pledge of certain amounts held by the Trustee under the Indenture.

As Bond Counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the Authority in connection with the issuance of the 2011 Series A Bonds. We have also examined such certificates of officers of the Authority and others as we have considered necessary for the purposes of this opinion.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The 2011 Series A Bonds constitute valid and binding limited obligations of the Authority as provided in the Indenture, and are entitled to the benefits of the Indenture. The 2011 Series A Bonds are payable from 1976 Sales Tax Revenues and the pledge of certain amounts held by the Trustee under the Indenture.

2. The Indenture has been duly and validly authorized, executed and delivered by the Authority and, assuming the enforceability thereof against the Trustee, constitutes the legally valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms. The Indenture creates a valid pledge, to secure the payment of principal of and interest on the 2011 Series A Bonds, of the 1976 Sales Tax Revenues and other amounts held by the Trustee in certain funds and accounts established pursuant to the Indenture, subject to the provisions of the Indenture permitting the application thereof for other purposes and on the terms and conditions set forth therein.

3. Under existing statutes, regulations, rulings and court decisions, and, assuming compliance with the covenants mentioned below, interest on the 2011 Series A Bonds is excluded pursuant to section 103(a) of the Internal Revenue Code of 1986 (the “Code”) from the gross income of the owners thereof for federal income tax purposes. We are further of the opinion that under existing statutes, regulations, rulings and court decisions, the 2011 Series A Bonds are not “specified private activity bonds” within the meaning of section 57(a)(5) of the Code and, therefore, interest on the 2011 Series A Bonds will not be treated as an item of tax preference for purposes of computing the alternative minimum tax imposed by section 55 of the Code. Receipt or accrual of interest on 2011 Series A Bonds owned by a corporation may affect the computation of the alternative minimum taxable income of that corporation. A corporation’s alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed. We are further of the opinion that interest on the 2011 Series A Bonds is exempt from personal income taxes of the State of California under present state law.

Pursuant to the Indenture and in the Tax Certificate Pertaining to Arbitrage and Other Matters under Sections 103 and 141-150 of the Internal Revenue Code of 1986, to be delivered by Authority in connection with the issuance of the 2011 Series A Bonds, the Authority will make representations relevant to the determination of, and will make
certain covenants regarding or affecting, the exclusion of interest on the 2011 Series A Bonds from the gross income of the owners thereof for federal income tax purposes. In reaching its opinions described in the immediately preceding paragraphs, we have assumed the accuracy of such representations and the present and future compliance by the Authority with such covenants. Further, except as stated above, we express no opinion as to any federal or state tax consequences of the receipt of interest on, or the ownership or disposition of, the 2011 Series A Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the 2011 Series A Bonds, or the interest thereon, if any action is taken with respect to the 2011 Series A Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other counsel.

Except as stated in the preceding two paragraphs, we express no opinion as to any federal or state tax consequences of the ownership or disposition of the 2011 Series A Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the 2011 Series A Bonds, or the interest thereon, if any action is taken with respect to the 2011 Series A Bonds or the proceeds thereof predicated or permitted upon the advice or approval of other bond counsel.

The opinions expressed in paragraphs 1 and 2 above are qualified to the extent the enforceability of the 2011 Series A Bonds and the Indenture may be limited by applicable bankruptcy, insolvency, debt adjustment, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally or as to the availability of any particular remedy. The enforceability of the 2011 Series A Bonds and the Indenture is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, to the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the limitations on legal remedies against governmental entities in California.

No opinion is expressed herein on the accuracy, completeness or fairness of the Official Statement or other offering material relating to the 2011 Series A Bonds.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law that we deem relevant to such opinions and in reliance upon the representations and covenants referenced above.

Respectfully submitted,
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Santa Clara Valley Transportation Authority (the “Authority”) in connection with the issuance of the Authority’s $__________ Sales Tax Revenue Refunding Bonds, 2011 Series A (the “Bonds”). The Bonds are being issued pursuant to an Indenture, dated as of November 1, 1997 (the “Master Indenture”), between the Authority and U.S. Bank National Association (the “Trustee”), and an Eighth Supplemental Indenture, dated as of October 1, 2011, between the Authority and the Trustee (the “Eighth Supplemental Indenture” and, together with the Master Indenture and all other supplements thereto, the “Indenture”). The Bonds are special limited obligations of the Authority payable solely from and secured solely by the Revenues (as defined in the Indenture), consisting primarily of revenues from a sales tax imposed pursuant to the California Transactions and Use Tax Law, being Sections 7251 et seq. of the California Revenue and Taxation Code. Pursuant to Section 15.11 of the Eighth Supplemental Indenture, the Authority covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositaries or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean an entity selected and retained by the Authority, or any successor thereto selected by the Authority. The initial Dissemination Agent shall be Digital Assurance Certification LLC.

“EMMA” shall mean the Electronic Municipal Market Access system, maintained on the internet at http://emma.msrb.org by the MSRB.

“Fiscal Year” shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30, or any twelve-month or fifty-two week period hereafter selected by the Authority, with notice of such selection or change in fiscal year to be provided as set forth herein.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.
“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through EMMA.

“Official Statement” shall mean the Official Statement, dated September __, 2011, relating to the Bonds.

“Participating Underwriters” shall mean any of the original underwriter or underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Repository” shall mean, until otherwise designated by the SEC, EMMA.

“Rule” shall mean Rule 15c2-12 adopted by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

“SEC” shall mean the United States Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide, or shall cause the Dissemination Agent to provide, to MSRB, through EMMA, not later than 210 days after the end of the Authority's fiscal year, commencing with the fiscal year ending June 30, 2011, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report must be submitted in electronic format, accompanied by such identifying information as provided by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to such date, the Authority shall provide the Annual Report to the Dissemination Agent. If the Fiscal Year changes for the Authority, the Authority shall give notice of such change in the manner provided under Section 5(e) hereof.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, through EMMA, the Dissemination Agent has not received a copy of the Annual Report the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a). The Authority shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Authority and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB in substantially the form attached as Exhibit A.
(d) The Dissemination Agent shall:

(i) determine the electronic filing address of, and then-current procedures for submitting Annual Reports to, the MSRB each year prior to the date for providing the Annual Report; and

(ii) (if the Dissemination Agent is other than the Authority), to the extent appropriate information is available to it, file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

SECTION 4. Content of Annual Reports. The Authority’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Authority for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Authority’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds (the “Official Statement”), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update (as of the most recently ended fiscal year of the Authority) for the table entitled “Historical Sales Tax Revenues” set forth in the Official Statement under the caption “THE 1976 SALES TAX - Historical Sales Tax Revenues” and an update of the table entitled “Combined Annual Debt Service Schedule,” set forth in the Official Statement under the caption “DEBT SERVICE SCHEDULE,” reflecting the debt service requirements of any new Bonds or Parity Debt (as defined in the Indenture).

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Authority is an “obligated person” (as defined by the Rule), which are available to the public on EMMA or filed with the SEC. The Authority shall clearly identify each such document to included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not more than ten (10) Business Days after the event:

(1) principal and interest payment delinquencies;
(2) defeasances;
(3) tender offers;
(4) rating changes;
(5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-status of the Bonds;

(6) unscheduled draws on the debt service reserves reflecting financial difficulties;

(7) unscheduled draws on credit enhancements reflecting financial difficulties;

(8) substitution of credit or liquidity providers or their failure to perform; or

(9) bankruptcy, insolvency, receivership or similar proceedings.

For these purposes, any event described in the immediately preceding paragraph (9) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

(b) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(2) appointment of a successor or additional Trustee or the change of the name of a Trustee;

(3) nonpayment related defaults;

(4) modifications to the rights of Owners;

(5) a notices of prepayment; or

(6) release, substitution or sale of property securing repayment of the Bonds.
(c) Whenever the Authority obtains knowledge of the occurrence of a Listed Event, described in subsection (b) of this Section 5, the Authority shall as soon as possible determine if such event would be material under applicable federal securities law.

(d) If the Authority determines that knowledge of the occurrence of a Listed Event described in subsection (b) of this Section 5 would be material under applicable federal securities law, the Authority shall promptly notify the Dissemination Agent in writing and instruct the Dissemination Agent to report the occurrence to the Repository in a timely manner not more than ten (10) Business Days after the event.

(e) If the Dissemination Agent has been instructed by the Authority to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

(f) Any information received by the Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Certificate and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a *force majeure* event provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 6. **Filings with the MSRB.** All information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Disclosure Certificate shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 7. **Termination of Reporting Obligation.** The obligations of the Authority and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. **Dissemination Agent.** The Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days’ notice in writing to the Authority. The Authority hereby appoints Digital Assurance Certification LLC as initial Dissemination Agent hereunder. Notwithstanding any other provision to this Disclosure Certificate to the contrary, the Authority may provide any Annual Report to Beneficial Owners by means of posting such Annual Report on an internet site that provides open access to Beneficial Owners.

SECTION 9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, provided no amendment increasing or affecting the obligations or duties of the Dissemination Agent shall be
made without the consent of such party, and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority and the Dissemination Agent to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Authority to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions, as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their respective powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Authority for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Bondholders, or any other party. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.
SECTION 13. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: October __, 2011

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: ______________________________
    Chief Financial Officer

DIGITAL ASSURANCE CERTIFICATION LLC,
as Dissemination Agent

By: ______________________________
    Authorized Representative
EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Santa Clara Valley Transportation Authority

Name of Bond Issue: $__________ Santa Clara Valley Transportation Authority Sales Tax Revenue Refunding Bonds, 2011 Series A

Date of Issuance: October __, 2011

NOTICE IS HEREBY GIVEN that the Santa Clara Valley Transportation Authority (the “Authority”) has not provided an Annual Report with respect to the above-named Bonds as required by that certain Indenture, dated as of November 1, 1997, as amended and supplemented, including as amended and supplemented by the Eighth Supplemental Indenture, dated as of October 1, 2011, each by and between the Authority and U.S. Bank National Association, as trustee. The Authority anticipates that the Annual Report will be filed by ____________.

Dated: _____________________

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

By: _____________________________

Its: _____________________________
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief CMA Officer, John Ristow

SUBJECT: OneBayArea Grant Proposal

FOR INFORMATION ONLY

BACKGROUND:

The Metropolitan Transportation Commission (MTC) is developing Federal flexible funding programming criteria for fiscal years 2013 through 2015. While projects will be selected and programmed under the auspices of the current Regional Transportation Plan (RTP) called T2035, MTC is starting to incorporate policy concepts that are under discussion for the new Regional Transportation Plan / Sustainable Community Strategy (RTP/SCS) called T2040.

MTC’s initial proposal for programming 2013-2015 Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds is called the "OneBayArea Grant" Program. It builds upon and expands many of the concepts introduced in the previous programming cycle which covered 2010-2012. A copy of the OneBayArea Grant program proposal is included as Attachment A to this memo. It is also available on the MTC website at www.mtc.ca.gov. MTC is seeking input from Bay Area stakeholders, including VTA and VTA's member agencies. This memorandum presents the major components of the MTC proposal along with VTA staff analysis.

DISCUSSION:

The MTC proposal makes several significant changes to the structure, distribution formula and eligibility requirements from previous federal funding cycles. The purpose of this memorandum is to gain input from member agencies on this proposal and VTA staff will convey these comments to MTC staff during public comment period of the new grant proposal.

On August 4, 2011 the VTA Board of Directors adopted principles to guide staff in discussions with MTC regarding development of the RTP/SCS and a VTA staff analysis of the compatibility of each proposal element relative to the Board’s principles is included in the following
Program Structure
The proposed grant program expands the block grant concept used for last round of STP/CMAQ by delegating a large portion of the available funding and programming decisions to the county CMA level. The proposal consolidates the Local Streets & Roads Rehabilitation, Transportation for Livable Communities, Regional Bicycle and Safe Routes to School Programs into one block grant fund program. MTC will retain programming discretion for the regional operating programs such as Clipper, 511-TravInfo and the Freeway Performance Initiative. MTC will also retain funds in the Climate Initiative Program to fulfill commitments made to specific projects in the previous programming cycle. MTC proposes to also program $15 million in the Transit Oriented Development fund to provide funds for low-income housing. The majority of the funds will be directed to the county level for the Congestion Management Agencies to program within parameters set by the OneBayArea Grant Program.

Total funds available for the 2013-2015 cycle are $554 million out of which $211 million is available to CMAs and $343 million is for MTC programming. The amount of discretionary block grant funding to be programmed by VTA for share is approximately $55.3 million for Santa Clara County.

VTA Staff Analysis: VTA’s principles call for increased funding to counties commensurate with levels of projected growth and a delegation of funding decision making to the county level. The OneBayArea Grant proposal is a significant step in that direction and VTA staff supports this element of the program. The one area of issue is MTC’s Transit Oriented Development fund which proposes using transportation funding directly for non-transportation purposes, which is counter to VTA’s adopted principles.

Funding Distribution Formulas
The OneBayArea Grant creates a new formula for distributing money between counties, based on population and both past and future housing production. The new formula attempts to direct funding to those counties which have and will continue to take on most of the Bay Area’s new housing.

The formula is as follows:
• 50% Population
• 25% Regional Housing Needs Allocation (2007-2014)
• 25% Actual Housing Production (1999 - 2006)

The proposal also includes a $2 - $5 million incentive program for counties with populations under 500,000 to preserve as of yet undefined “resource” areas and farmland.

VTA Staff Analysis: VTA’s principles support both the change in formula that directs increased funding levels to counties which are accepting growth and directing funding to areas of focused growth. The proposed formula represents a higher level of funding coming to Santa Clara County than previous federal program cycles. However, VTA does not support the restriction of resource area preservation funding to counties with less than 500,000 populations. VTA’s staff position is that this program should be either open to rural preservation areas within any county
or eliminated and funds rolled back into the formula distribution. Santa Clara County has large areas of rural and natural resource areas and if this program is to continue should be able to compete for those funds.

Program Eligibility and Requirements

MTC Proposal: OneBayArea creates three overarching new eligibility requirements:
1. A minimum of 70% of the funds in each county must be programmed in Planned Development Areas (PDA’s) or Growth Opportunity Areas (GOA) as shown in the maps and lists in Attachment A. Counties may at their discretion use up to 5% of the PDA restricted funds for the development of Priority Conservation Area (PCA) plans.
2. In order to receive funding, member agencies must have at least two of following four policies in place:
   • Parking/pricing policies such as parking cash out, on-street/off-street differentials, elimination of parking minimums, adopted citywide/countywide employer trip reduction ordinances
   • Adopted Community Risk Reduction Plans that allow a comprehensive, community-wide approach to reducing local air pollution emissions and exposures. They also may assist with CEQA compliance by supporting a programmatic approach to reducing local air quality impacts.
   • Affordable housing policies or policies that ensure new development does not displace low income housing
   • Adopted bicycle/pedestrian plan and complete streets policies in general plans
3. Member agencies must have an approved Housing Element consistent with RHNA/SB-375.

VTA Staff Analysis: VTA’s principles support directing funding to areas of focused growth. However, VTA does not support either regional prioritization of funding to specific areas within a county or the addition of more eligibility restrictions that are unrelated to the funding source or programming category. VTA staff is concerned that the proposed policy requirements may be difficult for many agencies to meet, especially in the short time frame of this funding cycle. VTA staff is also concerned that PCA planning option isn’t actually implementable without a funding swap, as planning is not an eligible activity under any of the funding sources envisioned for the OneBayArea Grant program. VTA also notes that policy requirements as written appear to categorically exclude transit agencies and Caltrans from applying for funds, as neither have General Plans, affordable housing policies or Community Risk Reduction plans.

OneBayArea Program Development Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>First Release for Public Discussion</td>
<td>July 8, 2011</td>
</tr>
<tr>
<td>MTC Working Group Discussions</td>
<td>July - September</td>
</tr>
<tr>
<td>VTA Staff Presentation to TAC</td>
<td>July 14, 2011</td>
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<tr>
<td>First CIP Working Group Discussion</td>
<td>July 27, 2011</td>
</tr>
<tr>
<td>CAC, BPAC, TAC, PAC Discussion</td>
<td>August 9, 10, 2011</td>
</tr>
<tr>
<td>VTA Staff send Comment Letter to MTC</td>
<td>September 2011</td>
</tr>
<tr>
<td>MTC adopts Cycle 2 approach</td>
<td>December 2011</td>
</tr>
</tbody>
</table>
MTC adopts Cycle 2/One Bay Area Grant with Final RHNA #’s | March 2012
---|---
CMA’s adopt Process & Criteria and Select Projects | April 2012 - February 2013
Federal Funds Become Available | October 1, 2013

**ADVISORY COMMITTEE DISCUSSION/RECOMMENDATIONS:**

The Citizen's Advisory (CAC), Bicycle & Pedestrian Advisory (BPAC), Technical Advisory (TAC), and Policy Advisory (PAC) Committees received this information item at their August 2011 meetings.

The CAC recommended to support the Metropolitan Transportation Commission’s proposal to program transit-oriented development funds to support low-income housing within the transit-oriented development area.

At the BPAC meeting, several members expressed support for staff’s analysis on the PCA. Many of them also expressed that the PDA restriction doesn’t make sense, especially not for bicycle projects. Member Meyer also suggested making the bike and pedestrian plan and complete streets requirement mandatory. The Committee requested staff to distribute the comment letter when it is completed. Santa Clara County staff is also preparing comments about the proposal and they were requested to share their comments with the BPAC.

The Technical Advisory Committee and the Policy Advisory Committee discussed the proposal; members were concerned about the requirement that at least 70% of funding be spent on projects in Priority Development Areas. Additionally, members expressed concerns with the Performance & Accountability requirements and the Approved Housing Element.

During the PAC discussion, Member Wasserman supported staff’s statement that Rural and Agricultural funding should be distributed evenly around the Bay Area and not exclusively to counties with less than a population of 500,000. Member McLeod supported staff’s recommendation against using transportation funding directly for non-transportation purposes and programs, but confirmed the need to also deal with the needs of affordable housing in Santa Clara County. Member McLeod also stated that housing near transit is also a major issue that somehow needs to be dealt with. Member Satterlee asked whether staff was recommending all Local Agencies to submit their own letter or submit comments to VTA for the letter. Staff opined that both methods were fine, however if a Local Agency was submitting a letter, they should include VTA Staff in the cc. The Committee also supported Staff in submitting a comment letter.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATIONS:**

The Congestion Management Planning and Programming (CMPP) Committee received the staff report and discussed this item at its August 19, 2011 meeting. While all Committee members present generally agreed with VTA staff's analysis, Member Moylan expressed support for the MTC’s proposal to require cities and counties to adopt parking/pricing policies. Member Page agreed, citing Saratoga’s lowering of minimum parking requirements in the Village core as the
most effective incentive to development that the City Council had been able to provide. Member Moylan also communicated the City of Sunnyvale's concern that MTC's overall proposal simply redistributes existing funds to new priorities, and that those priorities are better addressed by finding new funding.

Prepared By: Marcella Rensi
Memo No. 3195
TO: Partnership Technical Advisory Committee

DATE: July 18, 2011

FR: Ann Flemer, Deputy Executive Director, Policy, MTC

RE: OneBayArea Grant — Cycle 2 STP/CMAQ Funding

Attached for your review and comment is a proposal to establish the OneBayArea Grant program approved for release to the public by the MTC Planning Committee and ABAG Administrative Committee at their joint meeting on July 8, 2011.

**Preliminary Timeline and Next Steps**
Staff will seek feedback from stakeholder and technical working groups over the next several months. The preliminary timeline for development and approval of the OneBay Area Grant is shown below.

<table>
<thead>
<tr>
<th>July – Sept. 2011</th>
<th>The Joint MTC Planning Committee / ABAG Administrative Committee release of OneBay Area Grant proposal for public review</th>
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<tbody>
<tr>
<td></td>
<td><em>ABAG releases preliminary draft concepts for RHNA methodology</em></td>
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<tr>
<td></td>
<td>Working Group Discussions of Cycle 2/OneBay Area Grant approach</td>
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<tr>
<td>Fall 2011</td>
<td>Follow-up Committee Presentation of OneBayArea Grant and Cycle 2 approach</td>
</tr>
<tr>
<td></td>
<td><em>ABAG releases draft RHNA methodology</em></td>
</tr>
<tr>
<td>December 2011</td>
<td><em>Adoption of Cycle 2 approach based on draft RHNA methodology</em></td>
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<td></td>
<td><em>MTC/ABAG releases draft Preferred SCS</em></td>
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<tr>
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<td>Commission adoption of Cycle 2 funding commitments for MTC Regional Programs</td>
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<tr>
<td>February 2012</td>
<td><em>MTC/ABAG approves draft preferred SCS</em></td>
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<tr>
<td>March 2012</td>
<td>Commission adoption of Cycle 2/OneBay Area Grant with Final RHNA</td>
</tr>
<tr>
<td>April 2012 – Feb. 2013</td>
<td>CMA Project Selection Process</td>
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<tr>
<td>April 2013</td>
<td>Final SCS adopted</td>
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</table>

If you have questions about the proposal please contact Alix Bockelman (510-817-5850) or Craig Goldblatt (510-817-5837) of MTC staff.
Federal Transportation Funding and Program Policies (Attachment A)
Approximately every six years, U.S. Congress enacts a surface transportation act. The current act (SAFETEA) originally scheduled to expire on September 30, 2009 is still in effect through several legislative extensions. The funding provided to our area through this legislation includes Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds.

In December 2009 the Commission adopted an overall framework directing how approximately $1.4 billion in STP and CMAQ funds were to be allocated over the following six years (2010-2015). The first three years (Cycle 1) of this period were committed to projects and programs and the overall framework provided policy direction for the second three years (Cycle 2).

Staff proposes an alternative to the current Cycle 2 framework that better integrates the region’s federal transportation program with land-use and housing policies by providing incentives for the production of housing with supportive transportation investments. Attachment A summarizes this framework and proposal for Cycle 2.

OneBayArea Grant Program
As shown in the chart below, over time the county congestion management agencies (CMAs) have been given increased responsibility for project selection for an increasing share of funding coming to the region.

Program and Project Selection Evolves over Past Two Decades
Past Long Range Plan Discretionary Funding Assignments

For Cycle 2, staff proposes to continue this trend by shifting a larger portion of discretionary federal funding to local jurisdictions for taking on a larger share of the region’s housing production. Further, additional flexibility is proposed for CMAs to address their respective transportation needs. Specifically, the proposal would:
- **Shift more Funding to Locally Managed OneBayArea Grant Program**: Dedicate $211 million or roughly 40% of the Cycle 2 funding program to a new OneBayArea Grant. The funding for the OneBayArea Grant is the result of merging many of the programs in the Cycle 2 framework into a single flexible grant program and is roughly a 70% increase in the funding distributed to the counties as compared to the Cycle 2 framework adopted by the Commission. By comparison, the status quo approach for Cycle 2 would result in 22% going to County Congestion Management Agency (CMA) programs down from 30% in Cycle 1.

- **Add Flexibility by Eliminating Program Categories**: The One Bay Grant proposal provides additional flexibility under Cycle 2 by eliminating required program categories and combining funding for TLC, Bicycle, Local Streets and Roads Rehabilitation, and Safe Routes to School. See figure illustrating this change on the following page. Project selection will be limited to a degree by the project eligibility limitations of CMAQ which will make up approximately half of the funds that each county will receive.

- **Leverage Outside Funds to Grow Program and Meet More Objectives**: Additional opportunities could be sought through other regional programs, other non-federal sources for affordable housing, and other local funds to augment program objectives. As a start, the Air District proposes $6 million from its Regional Transportation for Clean Air (TFCA) Program. TFCA eligibility considerations will be guiding the use of these funds in the overall program.

- **Continue Key Regional Programs**: The remaining funding is targeted to continue regional programs such as Regional Operations, Freeway Performance Initiative, and Transit Capital Rehabilitation. Refer to Attachment A-2 for a description of these regional programs.

- **Establish a Priority Conservation Area Planning Program**: This new $2 million program element will provide financial incentives for counties with populations under 500,000 for
preservation of resource area and farmland, as defined in California Government Code Section 65080.01.

**Distribution Formula for the OneBayArea Grant (Attachments B, C, D)**

Staff proposes a distribution formula for OneBayArea Grant funding (Attachment B) that includes housing incentives to support the SCS and promote effective transportation investments that support focused development. In order to ease the transition to this new funding approach, staff is also recommending a 50% population share factor in the formula:

1. **Formula to Counties**: The proposed distribution formula to the counties includes three components: 50% population, 25% Regional Housing Needs Allocation (RHNA) for 2007-2014, and 25% actual housing production. This approach provides incentives for both future housing commitments and actual housing production. The fund distribution will be refined using the new RHNA to be adopted by ABAG next spring along with the SCS. The new RHNA being developed, which covers years 2015-2022, places a greater emphasis on city centered growth. As a result, refinements are likely to result in modest revisions to the funding distribution consistent with these revised development patterns. The proposed OneBayArea Grant formula also uses actual housing data from 1999-2006, and has been capped such that each jurisdiction receives credit for housing up to its RHNA allocation. Subsequent funding cycles would rely on housing production from ABAG’s next housing report to be published in 2013.

2. **Priority Development Area (PDA) Minimum**: Require that at least 70% of funding be spent on projects in Priority Development Areas (planned, potential and growth opportunity areas). Counties, at their discretion, can elect to use up to 5% of the PDA restricted funds for the development of priority conservation area (PCA) plans. Growth opportunity areas are tentatively considered as PDAs until ABAG completes final PDA designations next fall. See Attachment C for PDA program minimums for each county and Attachment D for a map and a list of the PDAs.
The OneBayArea Grant supports Priority Development Areas while providing flexibility to fund transportation needs in other areas.

Performance and Accountability
As noted at the outset, housing allocation according to RHNA and housing production will be the primary metric for distributing the OneBayArea Grant funding. In addition, staff recommends the following performance and accountability requirements.

1. Supportive Local Transportation and Land-Use Policies: Staff recommends that local agencies be required to have at least two of the following four policies adopted in order to be eligible for grant funds:
   a) Parking/pricing policies (e.g. cash out, peak pricing, on-street/off street pricing differentials, eliminate parking minimums, unbundled parking) and adopted city and/or countywide employer trip reduction ordinances
   b) Adopted Community Risk Reduction Plans (CRRP) per CEQA guidelines
   c) Have affordable housing policies in place or policies that ensure that new development projects do not displace low income housing
   d) Adopted bicycle/pedestrian plan and complete streets policy in general plans pursuant to Complete Streets Act of 2008

2. Approved Housing Element: Also, a HCD-approved housing element consistent with RHNA/SB375 law is a proposed condition for any jurisdiction receiving Cycle 2 OneBayArea grants. This may be met as follows: 1) adoption of a housing element that meets the current RHNA before the new RHNA is adopted, or 2) the adoption of a housing element that meets the new RHNA after its approval early in 2012. Jurisdictions have 18 months after the adoption of the SCS to meet the new RHNA; therefore, compliance is expected and required by September 2014. Any jurisdiction failing to meet either one of these deadlines will not be allowed to receive grant funding. Lastly any
jurisdiction without adopted housing elements addressing the new RHNA by September 2014 will be ineligible to receive any funding after Cycle 2 until they have adopted a housing element.

Implementation Issues
Below are issues to be addressed as we further develop the OneBayArea Grant concept:

1. **Federal Authorization Uncertainty:** We will need to closely monitor development of the new federal surface transportation authorization. New federal programs, their eligibility rules, and how money is distributed could potentially impact the implementation of the OneBayArea Grant Program as proposed.

2. **Revenue Estimates:** Staff assumes a steady but modest nominal revenue growth rate of 4% annually. Given the mood of Congress to downsize federal programs, these estimates are potentially overly optimistic if there are significant reductions in STP / CMAQ apportionments over the Cycle 2 time period. Staff recommends continuing to move forward with the conservative revenue assumptions and make adjustments later if needed.

Attachments
J:\PROJECT\Funding\T4 - New Act\T4 - STP-CMAQ\T4 Cycle Programming\T4 Second Cycle\Cycle 2 Policy Dev\One Bay Area Grant\Post Planning Comm Public Release 7-12-11\ Post PlanningCommittee Memo 7-12-11.doc
# One Bay Area Grant Proposal

## New Act STP / CMAQ Cycle 2 Draft Funding Proposal

### July 8, 2011

( amounts in millions $ )

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#### Grant Totals:

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<td>MTC</td>
<td>142</td>
<td>122</td>
<td>211</td>
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</table>

* Air District funding of $6 million adds capacity to support One Bay Area Grant.

1) **Regional Planning:**
   - $21M ($7M per year) for CMA Planning to be distributed to CMAs through One Bay Area Grant.

4) **Transit Capital Rehabilitation:**
   - 100% Transit Rehab assigned as Regional Transit Rehabilitation, as Transit is network based and regional

5) **Local Streets and Roads Rehabilitation**
   - $3M for a scaled back PTAP program

6) **Climate Initiative:**
   - $5M for SFGo in Regional. Eastern Solano CMAQ to Solano TA part of One Bay Area Grant.

7) **Regional Bicycle Program:**
   - $20M as CMAQ rather than TE as originally proposed in Framework

8) **Transportation for Livable Communities (TLC)**
   - TLC program eliminated - All TLC funds to One Bay Area grant

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**ATTACHMENT A**
Attachment A-2: Regional Programs

**Regional Planning** to support planning activities in the region carried out by the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Conservation and Development commission (BCDC), and MTC. CMAs would access their OneBayArea grant to fund planning activities.

**Regional Operations**: This program includes Clipper, 511, Incident Management and a scaled-back Pavement Technical Assistance Program (PTAP).

**Freeway Performance Initiative** This program emphasizes the delivery of ramp metering projects on the State Highway System throughout the Bay Area to gain the most efficiency out of the existing highway network.

**Priority Conservation Area Planning**: Staff is recommending a new pilot for the development of priority conservation area (PCA) plans for counties with populations under 500,000 to ameliorate outward development expansion and maintain their rural character.

**Transportation for the Livable Communities (TLC) and the Affordable Transportation Oriented Development (TOD) Housing Fund** The bulk of the TLC Program’s funding will shift to the OneBayArea Grant. The remaining funds under MTC’s management are proposed to continue station area planning and/or CEQA assistance to PDAs and support additional investments in affordable housing.

**Climate Initiatives**: The objective of the Climate Initiatives Program launched in Cycle 1 was to make short-term investments that reduce transportation-related emissions and vehicle miles traveled, and encourage the use of cleaner fuels. Through the innovative projects selected and evaluation process, the region is building its knowledge base for the most effective Bay Area strategies for the Sustainable Communities Strategy and next long-range plan. The proposed funding for the Cycle 2 Climate Initiative Program would allow some continuation of these efforts at the regional level and protect a prior commitment to the SFGo project.

**Transit Capital Rehabilitation**: The Commission deferred transit rehabilitation needs from Cycle 1 to Cycle 2 in order to allow more immediate delivery of some of the other programs. The program objective, as in the past, is to assist transit operators to fund major fleet replacements, fixed guideway rehabilitation and other high-scoring capital needs that cannot be accommodated within the FTA Transit Capital Priorities program.

**MTC Resolution 3814 Transit Payback Commitment**: Consistent with the Cycle 2 framework, MTC is proposing to program $25 million to Lifeline, small operators, and SamTrans right-of-way settlement to partially address a commitment originally envisioned to be met with state spillover funds.
## OneBayArea Grant Distribution Formula
### Cycle 2 (FYs 2013, 2014, 2015)

### Status Quo Program
<table>
<thead>
<tr>
<th>County</th>
<th>50%-25%-25% (Pop. RHNA - Housing Production Capped)</th>
<th>Status Quo Grant Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>$42.4</td>
<td>$25.4</td>
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<tr>
<td>Contra Costa</td>
<td>$31.5</td>
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<tr>
<td>Marin</td>
<td>$6.4</td>
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<tr>
<td>Napa</td>
<td>$4.2</td>
<td>$2.9</td>
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<tr>
<td>San Francisco</td>
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<tr>
<td>San Mateo</td>
<td>$17.2</td>
<td>$11.1</td>
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<tr>
<td>Santa Clara</td>
<td>$55.3</td>
<td>$28.1</td>
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<tr>
<td>Solano</td>
<td>$13.8</td>
<td>$9.0</td>
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<tr>
<td>Sonoma</td>
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<td>$12.3</td>
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<tr>
<td><strong>Bay Area Total</strong></td>
<td><strong>$211.0</strong></td>
<td><strong>$122.1</strong></td>
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### Difference From Status Quo Grant Program
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<th>50%-25%-25% (Pop. RHNA - Housing Production Capped)</th>
<th>Status Quo Grant Program</th>
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<tbody>
<tr>
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<td>$17.1</td>
<td>-</td>
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<tr>
<td>Contra Costa</td>
<td>$14.9</td>
<td>-</td>
</tr>
<tr>
<td>Marin</td>
<td>$1.4</td>
<td>-</td>
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<tr>
<td>Napa</td>
<td>$1.3</td>
<td>-</td>
</tr>
<tr>
<td>San Francisco</td>
<td>$12.8</td>
<td>-</td>
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<tr>
<td>San Mateo</td>
<td>$6.1</td>
<td>-</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>$27.2</td>
<td>-</td>
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<tr>
<td>Sonoma</td>
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<tr>
<td><strong>Bay Area Total</strong></td>
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### % Change From Status Quo Grant Program
<table>
<thead>
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<th>County</th>
<th>50%-25%-25% (Pop. RHNA - Housing Production Capped)</th>
<th>Status Quo Grant Program</th>
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<tbody>
<tr>
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<td>67%</td>
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<tr>
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<tr>
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<tr>
<td>Napa</td>
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<tr>
<td>Solano</td>
<td>53%</td>
<td>-</td>
</tr>
<tr>
<td>Sonoma</td>
<td>29%</td>
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<tr>
<td><strong>Bay Area Total</strong></td>
<td><strong>73%</strong></td>
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</table>

**Notes:**
- Status quo program based on framework for Cycle 2 adopted by the Commission and continuation of Cycle 1 county block grant policies.
- RHNA is based on current 2007-20014 targets.
## Attachment C

**PROPOSAL**

PDA Investments for the OneBayArea Grant

50%-25%-25% (Pop.- RHNA - Actual Housing Production Capped) Distribution

<table>
<thead>
<tr>
<th>Apportionment Area</th>
<th>County Grant Amount</th>
<th>PDA 70% Minimum</th>
<th>Anywhere in County</th>
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<tr>
<td>Alameda</td>
<td>$42.4</td>
<td>$29.7</td>
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<td>$31.5</td>
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<td>Marin</td>
<td>$6.4</td>
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<td>$1.9</td>
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<tr>
<td>Napa</td>
<td>$4.2</td>
<td>$2.9</td>
<td>$1.2</td>
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<tr>
<td>San Francisco</td>
<td>$24.6</td>
<td>$17.2</td>
<td>$7.4</td>
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<tr>
<td>San Mateo</td>
<td>$17.2</td>
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<tr>
<td>Santa Clara</td>
<td>$55.3</td>
<td>$38.7</td>
<td>$16.6</td>
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<tr>
<td>Solano</td>
<td>$13.8</td>
<td>$9.6</td>
<td>$4.1</td>
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<tr>
<td>Sonoma</td>
<td>$15.8</td>
<td>$11.0</td>
<td>$4.7</td>
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<tr>
<td><strong>Regional Total</strong></td>
<td>$211.0</td>
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# Attachment D: Priority Development Areas

## Alameda County

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<tr>
<th>Jurisdiction or Area Name</th>
<th>PDA Status</th>
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<tr>
<td><strong>Alameda</strong></td>
<td></td>
</tr>
<tr>
<td>Naval Air Station</td>
<td>Planned/Potential</td>
</tr>
<tr>
<td>Northern Waterfront</td>
<td>Growth Opportunity Area</td>
</tr>
<tr>
<td><strong>Albany</strong></td>
<td></td>
</tr>
<tr>
<td>San Pablo Avenue &amp; Solano Avenue</td>
<td>Growth Opportunity Area</td>
</tr>
<tr>
<td><strong>Berkeley</strong></td>
<td></td>
</tr>
<tr>
<td>Adeline Street</td>
<td>Potential</td>
</tr>
<tr>
<td>Downtown</td>
<td>Planned</td>
</tr>
<tr>
<td>San Pablo Avenue</td>
<td>Planned</td>
</tr>
<tr>
<td>South Shattuck</td>
<td>Planned</td>
</tr>
<tr>
<td>Telegraph Avenue</td>
<td>Potential</td>
</tr>
<tr>
<td>University Avenue</td>
<td>Planned</td>
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<tr>
<td><strong>Dublin</strong></td>
<td></td>
</tr>
<tr>
<td>Downtown Specific Plan Area</td>
<td>Planned</td>
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<tr>
<td>Town Center</td>
<td>Planned</td>
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<tr>
<td>Transit Center</td>
<td>Planned</td>
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<tr>
<td><strong>Emeryville</strong></td>
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<tr>
<td>Mixed-Use Core</td>
<td>Planned</td>
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<tr>
<td><strong>Fremont</strong></td>
<td></td>
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<tr>
<td>Centerville</td>
<td>Planned</td>
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<tr>
<td>City Center</td>
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<tr>
<td>Irvington District</td>
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<tr>
<td>Ardenwood Business Park</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>Fremont Boulevard &amp; Warm Springs Boulevard Corridor</td>
<td>Growth Opportunity Area</td>
</tr>
<tr>
<td>Fremont Boulevard Decoto Road Crossing</td>
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<tr>
<td>South Fremont/Warm Springs</td>
<td>Growth Opportunity Area</td>
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<tr>
<td><strong>Hayward</strong></td>
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<tr>
<td>Downtown</td>
<td>Planned</td>
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<tr>
<td>South Hayward BART</td>
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</tr>
<tr>
<td>South Hayward BART</td>
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<tr>
<td>The Cannery</td>
<td>Planned</td>
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<tr>
<td>Carlos Bee Quarry</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>Mission Corridor</td>
<td>Growth Opportunity Area</td>
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<tr>
<td><strong>Livermore</strong></td>
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<tr>
<td>Downtown</td>
<td>Planned</td>
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<tr>
<td>Vasco Road Station Planning Area</td>
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<tr>
<td><strong>Newark</strong></td>
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<tr>
<td>Dumbarton Transit Oriented Development</td>
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<tr>
<td>Old Town Mixed Use Area</td>
<td>Potential</td>
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<tr>
<td>Cedar Boulevard Transit</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>Civic Center Re-Use Transit</td>
<td>Growth Opportunity Area</td>
</tr>
</tbody>
</table>
Oakland
- Coliseum BART Station Area: Planned
- Downtown & Jack London Square: Planned
- Eastmont Town Center: Planned
- Fruitvale & Dimond Areas: Planned
- MacArthur Transit Village: Planned
- Transit Oriented Development Corridors: Potential
- West Oakland: Planned

Pleasanton
- Hacienda: Potential

San Leandro
- Bay Fair BART Transit Village: Potential
- Downtown Transit Oriented Development: Planned
- East 14th Street: Planned

Union City
- Intermodal Station District: Planned
- Mission Boulevard: Growth Opportunity Area
- Old Alvarado: Growth Opportunity Area

Alameda County Unincorporated
- Castro Valley BART: Growth Opportunity Area
- East 14th Street and Mission Boulevard Mixed Use Corridor: Growth Opportunity Area
### Contra Costa County

<table>
<thead>
<tr>
<th>Jurisdiction or Area Name</th>
<th>PDA Status</th>
</tr>
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<tbody>
<tr>
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<td>Hillcrest eBART Station</td>
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<td>Rivertown Waterfront</td>
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<td><strong>Concord</strong></td>
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<td>Community Reuse Area</td>
<td>Potential</td>
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<tr>
<td>Community Reuse Area</td>
<td>Potential</td>
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<tr>
<td><em>Downtown BART Station Planning</em></td>
<td><em>Growth Opportunity Area</em></td>
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<td><em>North Concord BART Adjacent</em></td>
<td><em>Growth Opportunity Area</em></td>
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<tr>
<td>West Downtown Planning Area</td>
<td><em>Growth Opportunity Area</em></td>
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<td><strong>El Cerrito</strong></td>
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<tr>
<td><strong>Hercules</strong></td>
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<tr>
<td>Central Hercules</td>
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<tr>
<td><strong>Martinez</strong></td>
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<td><strong>Moraga</strong></td>
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<td>Employment Area</td>
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<td>Appian Way Corridor</td>
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<tr>
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<tr>
<td><strong>Pittsburg</strong></td>
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</tr>
<tr>
<td>Downtown</td>
<td>Planned</td>
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<tr>
<td>Pittsburg/Bay Point BART Station</td>
<td>Planned</td>
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<tr>
<td>Railroad Avenue eBART Station</td>
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<tr>
<td><strong>Pleasant Hill</strong></td>
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<tr>
<td>Buskirk Avenue Corridor</td>
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<tr>
<td>Diablo Valley College</td>
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<td><strong>Richmond</strong></td>
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<tr>
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<td>South Richmond</td>
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<td><em>23rd Street</em></td>
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<tr>
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<td><strong>San Ramon</strong></td>
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<tr>
<td>City Center</td>
<td>Planned</td>
</tr>
<tr>
<td>North Camino Ramon</td>
<td>Potential</td>
</tr>
</tbody>
</table>
**Walnut Creek**
- Walnut Creek: West Downtown

**Contra Costa County Unincorporated**
- Contra Costa Centre
- Downtown El Sobrante
- North Richmond
- Pittsburg/Bay Point BART Station

West Contra Costa Transportation Advisory Committee: San Pablo Avenue Corridor

<table>
<thead>
<tr>
<th>Location</th>
<th>Status</th>
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<tbody>
<tr>
<td>Walnut Creek: West Downtown</td>
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<tr>
<td>Contra Costa Centre</td>
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<td>Downtown El Sobrante</td>
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<td>North Richmond</td>
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<td>Pittsburg/Bay Point BART Station</td>
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### Marin County

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<th>Jurisdiction or Area Name</th>
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<tbody>
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<td>Downtown</td>
<td>Planned</td>
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<tr>
<td><strong>Marin County Unincorporated</strong></td>
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<td>Urbanized 101 Corridor</td>
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### Napa County

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### San Francisco County

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<tr>
<td>19th Avenue</td>
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<tr>
<td>Balboa Park</td>
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<tr>
<td>Bayview/Hunters Point Shipyard/Candlestick Point</td>
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<tr>
<td>Eastern Neighborhoods</td>
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<tr>
<td>Market &amp; Octavia</td>
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<tr>
<td>Mission Bay</td>
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<td>Mission-San Jose Corridor</td>
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<tr>
<td>Port of San Francisco</td>
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<tr>
<td>San Francisco/San Mateo Bi-County Area (with City of Brisbane)</td>
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<tr>
<td>Transbay Terminal</td>
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<tr>
<td>Treasure Island</td>
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## San Mateo County

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<td>Burlingame El Camino Real</td>
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<td><strong>Daly City</strong></td>
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<td>Bayshore</td>
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<td>Mission Boulevard</td>
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<td>Citywide</td>
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<tr>
<td><strong>East Palo Alto</strong></td>
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<tr>
<td>Ravenswood</td>
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<tr>
<td>Woodland/Willow Neighborhood</td>
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<tr>
<td><strong>Menlo Park</strong></td>
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<tr>
<td>El Camino Real Corridor and Downtown</td>
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<tr>
<td><strong>Millbrae</strong></td>
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</tr>
<tr>
<td>Transit Station Area</td>
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<tr>
<td><strong>Redwood City</strong></td>
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<tr>
<td>Downtown</td>
<td>Planned</td>
</tr>
<tr>
<td>Broadway</td>
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<td>Middlefield</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>Mixed Use Waterfront</td>
<td>Growth Opportunity Area</td>
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<td>Veterans Corridor</td>
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<td><strong>San Bruno</strong></td>
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<td><strong>San Carlos</strong></td>
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<tr>
<td>Railroad Corridor</td>
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<td><strong>San Mateo</strong></td>
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<tr>
<td>Downtown</td>
<td>Planned</td>
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<tr>
<td>El Camino Real</td>
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<td>Rail Corridor</td>
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<td><strong>South San Francisco</strong></td>
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<tr>
<td>Downtown</td>
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<tr>
<td>Lindenville Transit Neighborhood</td>
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<tr>
<td><strong>CCAG of San Mateo County: El Camino Real</strong></td>
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<tr>
<td>Jurisdiction or Area Name</td>
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<tr>
<td><strong>Cambell</strong></td>
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<tr>
<td>Central Redevelopment Area</td>
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<tr>
<td>Winchester Boulevard Master Plan</td>
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<tr>
<td><strong>Gilroy</strong></td>
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<tr>
<td>Downtown</td>
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<tr>
<td><strong>Los Altos</strong></td>
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<tr>
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<td>McCandless Transit Neighborhood</td>
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<tr>
<td>McCarthy Ranch Employment Center</td>
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<td>Midtown Mixed-Use Corridor</td>
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<td>Serra Center Mixed-Use Corridor</td>
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<td>Town Center Mixed-Use Corridor</td>
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<td>Yosemite Employment Center</td>
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<td><strong>Morgan Hill</strong></td>
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<td>Morgan Hill: Downtown</td>
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<tr>
<td><strong>Mountain View</strong></td>
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<td>Whisman Station</td>
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<tr>
<td>Downtown</td>
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<tr>
<td>East Whisman</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>El Camino Real Corridor</td>
<td>Growth Opportunity Area</td>
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<tr>
<td>Moffett Field/NASA Ames</td>
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<tr>
<td>North Bayshore</td>
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<td>San Antonio Center</td>
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<tr>
<td><strong>Palo Alto</strong></td>
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<tr>
<td>Palo Alto: California Avenue</td>
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<td>Palo Alto: El Camino Real Corridor</td>
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<td>Palo Alto: University Avenue/Downtown</td>
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<td><strong>San Jose</strong></td>
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<tr>
<td>Berryessa Station</td>
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<td>Communications Hill</td>
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<tr>
<td>Cottle Transit Village</td>
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<tr>
<td>Downtown &quot;Frame&quot;</td>
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<tr>
<td>East Santa Clara/Alum Rock Corridor</td>
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<td>Greater Downtown</td>
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<tr>
<td>North San Jose</td>
<td>Planned</td>
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<tr>
<td>West San Carlos and Southwest Expressway Corridors</td>
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<tr>
<td>Bascom TOD Corridor</td>
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<td>Bascom Urban Village</td>
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<td>Blossom Hill/Snell Urban Village</td>
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<tr>
<td>Camden Urban Village</td>
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</tr>
<tr>
<td>Capitol Corridor Urban Villages</td>
<td>Growth Opportunity Area</td>
</tr>
</tbody>
</table>

MTC/ABAG Internal Communication/Deliberation       June 6, 2011
Capitol/Tully/King Urban Villages
Oakridge/Almaden Plaza Urban Village
Saratoga TOD Corridor
Stevens Creek TOD Corridor
Westgate/El Paseo Urban Village
Winchester Boulevard TOD Corridor

Santa Clara
Central Expressway Focus Area
El Camino Real Focus Area
Great America Parkway Focus Area
Lawrence Station Focus Area
Santa Clara Station Focus Area
Tasman East Focus Area

Sunnyvale
Downtown & Caltrain Station
El Camino Real Corridor
Lawrence Station Transit Village
East Sunnyvale ITR
Moffett Park
Peery Park
Reamwood Light Rail Station
Tasman Station ITR

VTA Cores, Corridors, and Station Areas (estimate)
## Solano County

<table>
<thead>
<tr>
<th>Jurisdiction or Area Name</th>
<th>PDA Status</th>
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<tbody>
<tr>
<td><strong>Benicia</strong></td>
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<tr>
<td>Downtown</td>
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<tr>
<td><em>Northern Gateway</em></td>
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<tr>
<td><strong>Dixon</strong></td>
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<tr>
<td><strong>Fairfield</strong></td>
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<tr>
<td>Downtown South (Jefferson Street)</td>
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<tr>
<td>Fairfield-Vacaville Train Station</td>
<td>Potential</td>
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<tr>
<td>North Texas Street Core</td>
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<tr>
<td>West Texas Street Gateway</td>
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<tr>
<td><strong>Rio Vista</strong></td>
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<tr>
<td><strong>Suisun City</strong></td>
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<tr>
<td>Downtown &amp; Waterfront</td>
<td>Planned</td>
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<tr>
<td><strong>Vacaville</strong></td>
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<tr>
<td>Allison Area</td>
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<td>Planned</td>
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<tr>
<td><strong>Vallejo</strong></td>
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<td>Waterfront &amp; Downtown</td>
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<tr>
<td><strong>Solano County Unincorporated</strong></td>
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## Sonoma County

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<tr>
<td><strong>Cloverdale</strong></td>
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<td><strong>Cotati</strong></td>
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<tr>
<td>Downtown and Cotati Depot</td>
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<tr>
<td><strong>Healdsburg</strong></td>
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<tr>
<td>Central, Turning Basin/Lower Reach</td>
<td>Planned</td>
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<tr>
<td><strong>Petaluma</strong></td>
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<tr>
<td>Central, Turning Basin/Lower Reach</td>
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<tr>
<td><strong>Rohnert Park</strong></td>
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<tr>
<td>Sonoma Mountain Village</td>
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<tr>
<td><strong>Santa Rosa</strong></td>
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<tr>
<td>Downtown Station Area</td>
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<tr>
<td>Mendocino Avenue/Santa Rosa Avenue Corridor</td>
<td>Potential</td>
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<tr>
<td>Sebastopol Road Corridor</td>
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<tr>
<td><em>North Santa Rosa Station</em></td>
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<td><strong>Sebastopol</strong></td>
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<tr>
<td>Nexus Area</td>
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<td><strong>Sonoma</strong></td>
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<tr>
<td>Redevelopment Area</td>
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<td>8th Street East Industrial Area</td>
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<tr>
<td>Airport/Larkfield Urban Service Area</td>
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<td>Penngrove Urban Service Area</td>
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<tr>
<td><em>The Springs</em></td>
<td>Growth Opportunity Area</td>
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</tbody>
</table>

J:\PROJECT\Funding\T4 - New Act\T4 - STP-CMAQ\T4 Cycle Programming\T4 Second Cycle\Cycle 2 Policy Dev\Block Grant\[Distribution Options.xls]\Distrib Overview

Provided by ABAG 6/6/2011
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
    Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief Engineering & Construction Officer, Mark S. Robinson

SUBJECT: Kato Road Grade Separation - Construction Contract

Policy-Related Action: No
Government Code Section 84308 Applies: No

ACTION ITEM

RECOMMENDATION:

Authorize the General Manager to execute a contract with Gordon N. Ball, the lowest responsive and responsible bidder, in the amount of $22,145,770 for the construction of the Kato Road Grade Separation.

BACKGROUND:

The Kato Road Grade Separation (KGS) is a joint effort between the City of Fremont (City) and VTA, to grade separate Kato Road from the Union Pacific Railroad (UPRR) freight tracks and future BART tracks. The grade separation is located between Warm Springs Boulevard and Milmont Drive in southern Fremont (Attachment A).

In November 2008, the VTA Board authorized the General Manager to execute a Project Implementation Agreement with the City for the KGS Project. In accordance with the Agreement, the City is the lead agency for the environmental clearance and right-of-way acquisition while VTA is responsible for the design and construction of the KGS Project.

In June 2009, the VTA Board authorized the General Manager to execute a contract for the construction of the Kato Road Flood Control Improvements to accommodate the follow-on grade separation project. This contract was completed in August 2010.
The KGS contract includes the following work activities:

- Install Deep Soil Mix Walls to prepare for excavation and grade separation
- Grade separate the UPRR tracks and roadway by depressing Kato Road
- Construct a steel UPRR bridge, a cast-in-place reinforced concrete maintenance bridge, and a cast-in-place reinforced concrete BART bridge spanning over Kato Road
- Relocate Union Sanitary District’s sanitary sewer facilities including bore and jack under railroad tracks
- Install a pump station for both infiltrated groundwater and storm water management
- Remove and replace impacted landscape, trees, and irrigation
- Construct traffic improvements at the intersection of North Milpitas Boulevard and Dixon Landing Road, including adding one left turn lane.

The KGS contract includes construction of the BART bridge structure, which is essential to allow the Silicon Valley Berryessa Extension (SVBX) contractor access along the corridor over the depressed Kato Road.

**DISCUSSION:**

The contract was advertised on June 24, 2011. The contractor pre-qualification list created for this contract on April 25, 2011, was used. Thirteen prime contractors and seven sub-constructors submitted pre-qualification applications and all were deemed qualified. Bids from four contractors were received on August 1, 2011, with the following results:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bid Amount</th>
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<tbody>
<tr>
<td>Gordon N. Ball</td>
<td>$22,145,770</td>
</tr>
<tr>
<td>Shimmick Construction Co. Inc.</td>
<td>$22,998,495</td>
</tr>
<tr>
<td>RGW Construction Inc.</td>
<td>$25,440,301</td>
</tr>
<tr>
<td>Proven Management</td>
<td>$26,881,655</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$27,256,000</td>
</tr>
</tbody>
</table>

On August 15, 2011, during the bid evaluation/bid protest period, VTA received a bid protest from the second low bidder. The protest has been reviewed and denied based on the fact the low bidder, Gordon N. Ball, complied with the prequalification requirements.

Gordon N. Ball is the lowest responsible and responsive bidder. The bid is 19% below the Engineer’s Estimate. Following a bid analysis, staff determined the bid to be fair and reasonable, and recommends award of this contract to Gordon N. Ball.

Construction is scheduled to begin in October 2011, with substantial completion by Spring 2013. Kato Road will be closed for up to 9 months during this period.

**ALTERNATIVES:**

The VTA Board may decide not to award this contract. This would result in delay of the completion of KGS Project and would have adverse impacts to the timely turnover of the BART bridge over the depressed Kato Road to the SVBX contractor which would negatively affect SVBX’s delivery schedule.
**FISCAL IMPACT:**

This action will authorize funds for the construction of the Kato Road Grade Separation. Appropriation for this expenditure is included in the FY2012 Adopted 2000 Measure A Transit Improvement Program Fund Capital Budget. The City of Fremont and VTA have secured $10,000,000 of Proposition 1B Highway-Railroad Crossing Safety Account (HRCSA) grant funding for this contract. Funding for the improvements at the North Milpitas Boulevard/Dixon Landing Road intersection will be provided by the City of Milpitas under a separate agreement.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

Based on identifiable subcontracting opportunities, a Disadvantage Business Enterprise (DBE) goal of 12% was established for this contract.

**STANDING COMMITTEE DISCUSSION/RECOMMENDATION:**

The Transit Planning & Operations Committee, meeting as a Committee of the Whole, considered this item on August 18, 2011. Staff provided a brief presentation, updating the Committee with the news that on August 10, 2011 the California Transportation Commission allocated $10,000,000 of Proposition 1B Highway-Railroad Crossing Safety Account grant funds to the project, and notifying the Committee that a bid protest had been submitted by the second low bidder and was under review. The Committee asked staff when a determination on the bid protest could be expected, and if there was a possibility all bids would be rejected and the contract readvertised. Staff responded that a determination would be made by next week, prior to the September Board meeting, and that rejecting all bids was a possibility but would be a worse-case scenario.

The Committee noted that Gordon N. Ball has been a successful bidder on numerous contracts of late, and requested staff to provide a summary of recent contracts awarded, to which contractors. Staff will provide this information to Committee members prior to their next meeting in September. With no further questions, the Committee recommended the item be placed on the September 1, 2011 Board agenda.

Prepared by: Jim Costantini, Deputy Director
Memo No. 2301
ATTACHMENT A
Kato Road Grade Separation Project Site
BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority
   Board of Directors

THROUGH: General Manager, Michael T. Burns

FROM: Chief External Affairs Officer, Greta Helm

SUBJECT: Monthly Legislative History Matrix

FOR INFORMATION ONLY

BACKGROUND:

For your information, I am attaching our Monthly Legislative History Matrix, which describes the key transportation-related bills that are being considered by the California State Legislature during the 2011-2012 session. It indicates the status of these measures and any adopted VTA positions with regard to them.

DISCUSSION:

The 2011 legislative year heads into the home stretch. Lawmakers returned to Sacramento on August 15 after a month-long summer recess to wrap up work on bills that are still moving through the process. Measures that have not passed their house of origin and the policy committee in the opposite house are now considered to be “two-year bills” and they cannot be considered again until next year. The Legislature has until midnight on September 9 to approve bills that are still on a “one-year track,” including the following key transportation-related measures:

AB 147 (Dickinson): Sponsored by the California State Association of Counties (CSAC), AB 147 expands the existing eligible uses of the fees charged by cities and counties to developers under the Subdivision Map Act to include the construction of public transit, bicycle and pedestrian facilities. Status: Assembly Floor: Concurrence. VTA Position: Support.

AB 426 (B. Lowenthal): This measure provides VTA and several other public transit agencies with the flexibility to establish the conditions under which fare evasion and passenger misconduct violations would be handled through an administrative adjudication process versus through the traditional criminal court process. Status: Signed into law. VTA Position: Support.
AB 427 (J. Perez): This legislation makes several technical changes to improve the administration of the Transit System Safety, Security, and Disaster Response Account under Proposition 1B. Status: Senate Appropriations Committee. VTA Position: Support.

AB 485 (Ma): Sponsored by the Bay Area Rapid Transit District (BART), AB 485 is a reintroduction of prior unsuccessful legislation that would allow for the use of infrastructure financing districts to implement a transit village development plan. Status: Senate Floor. VTA Position: Support.

AB 650 (Blumenfield): Sponsored by a coalition of five environmental groups led by the Environmental Defense Fund and TransForm, AB 650 establishes the Blue Ribbon Task Force on Public Transportation for the 21st Century to make recommendations to the Governor and Legislature on how to develop, implement and fund a comprehensive, well-coordinated and fully functioning public transit system in California. Status: Senate Appropriations Committee. VTA Position: Support.

AB 845 (Ma): Also sponsored by BART, AB 845 codifies certain portions of the CTC’s guidelines relating to the distribution of Proposition 1A funds under the Commuter/Urban Rail Program. Status: Senate Appropriations Committee. VTA Position: Support.

AB 892 (Carter): This measure permits Caltrans to continue to participate in a federal pilot program that allows certain states to assume the responsibilities of the Federal Highway Administration (FHWA) under the National Environmental Policy Act (NEPA). Status: Senate Appropriations Committee. VTA Position: None.

AB 1105 (Gordon): This bill allows VTA to convert the entire length of existing carpool lanes on U.S. 101 between Morgan Hill and Redwood City to express lanes, rather than having to stop the express lanes at the San Mateo County line. Status: Signed into law. VTA Position: Sponsor.

AB 1164 (Gordon): This legislation allows Caltrans to make loans of federal funds deposited into the State Highway Account to advance Proposition 1B bond projects. Status: Senate Appropriations Committee. VTA Position: None.

AB 1229 (Feuer): Sponsored by the Los Angeles Metropolitan Transportation Authority (LA Metro), AB 1229 allows for federal highway grant anticipation notes (GARVEE bonds) to be issued for projects programmed by a regional transportation planning agency (RTPA) using its share of apportionments of federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) dollars. Status: Senate Appropriations Committee. VTA Position: None.

SB 310 (Hancock): This legislation seeks to strengthen the incentives that SB 375 (Steinberg) put in place to encourage transit-oriented development. It allows cities and counties to offer developers a guaranteed density bonus for so-called “transit priority projects” that meet specified requirements. In addition, SB 310 allows cities and counties to use property tax increment revenues from an infrastructure financing district to reimburse the permit expenses and
affordable housing costs incurred by a developer pursuing a transit priority project. Status: Assembly Floor. VTA Position: Support.

SB 517 (A. Lowenthal): This measure keeps the High-Speed Rail Authority intact, but places it under the Business, Transportation & Housing Agency. It also restructures the authority’s governing board and requires members to have certain areas of expertise in order to be appointed to the board. In addition, SB 517 includes numerous conflict of interest provisions that would apply to authority board members and employees. Status: Assembly Appropriations Committee. VTA Position: None.

SB 582 (Yee): Sponsored by MTC, SB 582 authorizes a metropolitan planning organization (MPO) to adopt a regional commute benefit ordinance that requires employers operating within the jurisdiction of the MPO to offer their employees one of the following commute benefits: (1) the option to pay for their transit, vanpooling or bicycling expenses with pre-tax dollars; (2) a transit or vanpool subsidy; or (3) a free shuttle or vanpool operated by or for the employer. Status: Vetoed by the Governor. VTA Position: None.

Of note, AB 57 (Beall), which calls for adding two voting seats to MTC to be appointed by the mayors of San Jose and Oakland from the membership of their respective city councils, is now a two-year bill. After passing the Assembly on a bipartisan vote of 71-5, the measure was held up in the Senate Transportation and Housing Committee, largely because of opposition from San Francisco. AB 57 will be heard and voted on by this committee sometime next year.

Prepared By: Kurt Evans, Government Affairs Manager
Memo No. 3011
State Assembly Bills

<table>
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<tr>
<th>State Assembly Bills</th>
<th>Subject</th>
<th>Last Amended</th>
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<tbody>
<tr>
<td>AB 3 (Miller)</td>
<td>Motor Vehicles: Confidential Home Addresses</td>
<td>4/14/11</td>
<td>Assembly Appropriations Committee</td>
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<td>As part of its vehicle registration renewal process, requires the Department of Motor Vehicles (DMV) to provide a person who requests a confidential home address with any outstanding notices of toll evasion violations that appear in the person’s record with the department. Requires the DMV to refuse to renew the registration of a vehicle if: (a) the processing agency has filed or electronically transmitted to the department an itemization of unpaid toll violations; (b) the DMV has mailed a notice of toll evasion violations to the person; and (c) the person has not paid the penalty.</td>
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<tr>
<td>AB 14 (Wieckowski)</td>
<td>Fremont Redevelopment Agency</td>
<td>As Introduced</td>
<td>Assembly Housing and Community Development Committee</td>
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<td>Authorizes the Fremont Redevelopment Agency to adopt a redevelopment plan for a project area encompassing or surrounding the New United Motor Manufacturing, Inc., (NUMMI) automobile plant and the Warm Springs Bay Area Rapid Transit (BART) Station. Sets forth alternative conditions that cause blight for purposes of adopting this redevelopment plan. Authorizes the Fremont Redevelopment Agency to use tax increment revenues derived from the project area to assist in funding school facilities that will serve the future residents of the project area. Upon the request of the agency, allows the city of Fremont to impose a higher maximum school facilities development impact fee with respect to residential developments in the project area than what is provided for under existing law.</td>
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<tr>
<td>AB 16 (Perea)</td>
<td>High-Speed Rail: Rolling Stock and Equipment Purchases</td>
<td>As Introduced</td>
<td>Senate Floor</td>
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<td>Requires the California High-Speed Rail Authority to make every effort to purchase high-speed train rolling stock and related equipment manufactured in the state, consistent with federal and state laws.</td>
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<tr>
<td>State Assembly Bills</td>
<td>Subject</td>
<td>Last Amended</td>
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<td>VTA Position</td>
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<tr>
<td><strong>AB 31</strong>&lt;br&gt;(Beall)&lt;br&gt;High-Speed Rail: Local Master Plans</td>
<td>Establishes the High-Speed Rail Local Master Plan Pilot Program. Authorizes the cities and counties in the Central Valley that have an approved station for California’s high-speed rail system to participate in the pilot program. Authorizes the planning agency of each participating jurisdiction to prepare and adopt a master plan for development of the areas surrounding its high-speed rail station. Allows the high-speed rail master plan to include incentives for encouraging investment and coherent growth in the areas surrounding the high-speed rail system. Authorizes each participating jurisdiction to collaborate with the California Air Resources Board (CARB) to develop incentives to encourage development while concurrently reducing greenhouse gas emissions. Requires a participating jurisdiction to prepare an environmental impact report (EIR) for its high-speed rail master plan in accordance with the California Environmental Quality Act (CEQA). Allows a participating jurisdiction that prepares and adopts a high-speed rail master plan to finance any publicly owned facility or amenity necessary to implement the plan through an infrastructure financing district. Eliminates the requirement for voter approval for the formation of an infrastructure financing district, adoption of an infrastructure financing plan, and the issuance of bonds if the district is being proposed to implement a high-speed rail master plan. Prohibits the formation of this type of infrastructure financing district unless the city or county has prepared an EIR that provides that the base population density within the area covered by the high-speed rail master plan has increased. Exempts development projects within the area covered by the infrastructure financing district and consistent with the high-speed rail master plan from CEQA for the 10 years following the start of construction of the first building. Requires a transit village development plan utilizing an infrastructure financing district to do all of the following: (1) use at least 20 percent of all revenues derived from the infrastructure financing district to increase, improve and preserve the supply of low- and moderate-income affordable housing in the district for a period of at least 55 years for rental housing and 45 years for owner-occupied housing; (2) replace dwelling units at an affordable housing cost when specified dwelling units are destroyed or removed; and (3) include either an increased stock of affordable housing or live-travel options for transit-needy groups as one of its five demonstrable public benefits. In preparing its sustainable communities strategy pursuant to SB 375, allows a metropolitan planning organization (MPO) to consider the high-speed rail system, any high-speed rail station established within the region, and any associated effects of either that bears relation to the sustainable communities strategy.</td>
<td>3/24/11</td>
<td>Assembly Local Government Committee</td>
<td>Support</td>
</tr>
<tr>
<td><strong>AB 41</strong>&lt;br&gt;(Hill)&lt;br&gt;High-Speed Rail Authority: Conflicts of Interest and Ex Parte Communications</td>
<td>Adds members of the Board of Directors of the California High-Speed Rail Authority to those specified officers who must publicly identify a financial interest giving rise to a conflict of interest or potential conflict of interest, and recuse themselves accordingly. Requires authority Board members to fully disclose and make public any ex parte communication by providing a full report of the communication to the authority’s executive director. Requires the authority’s executive director to place any report of an ex parte communication in the public record. Prohibits an authority Board member from making, participating in or influencing an authority decision about which he or she has knowingly had an ex parte communication that has not been reported.</td>
<td>6/9/11</td>
<td>Senate Floor</td>
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<td><strong>AB 57</strong> (Beall) Metropolitan Transportation Commission: Governance</td>
<td>Adds two seats to the Metropolitan Transportation Commission (MTC) as follows: (1) one appointed by the mayor of San Jose from the San Jose City Council; and (2) one appointed by the mayor of Oakland from the Oakland City Council. Prohibits more than three members of MTC from being residents of the same county.</td>
<td>5/19/11</td>
<td>Senate Transportation and Housing Committee</td>
<td>Support</td>
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<td><strong>AB 58</strong> (Galgiani) High-Speed Rail Authority: Staffing and Reporting Requirements</td>
<td>For purposes of managing and administering the ongoing work of the California High-Speed Rail Authority in implementing the state’s proposed high-speed train project, allows the Governor, upon the recommendation of the authority’s executive director, to appoint up to six additional officers who would: (a) be exempt from civil service; and (b) serve at the pleasure of the executive director. Limits the Governor’s authority in this regard to the following positions: (1) chief program manager; (2) regional director; (3) chief financial officer; and (4) director of risk management and project controls. Requires the High-Speed Rail Authority to conduct a salary survey to determine the compensation for the executive director and these additional officers, and requires their salaries to be established by the authority and approved by the Department of Personnel Administration. Beginning March 1, 2012, requires the California High-Speed Rail Authority to report biannually to the Legislature on the development and implementation of the state’s proposed high-speed rail project. Requires the report to include all of the following: (1) a summary describing the overall progress of the project; (2) the baseline budget for all project phase costs, by segment or contract, beginning with the authority’s 2009 Business Plan; (3) the current and projected budget, by segment or contract, for all project phase costs; (4) expenditures to date, by segment or contract, for all project phase costs; (5) a comparison of the current and projected work schedule and the baseline schedule contained in the authority’s 2009 Business Plan; (6) a summary of the milestones achieved during the prior year and milestones expected to be reached in the coming year; (7) any issues identified during the prior year and actions taken to address those issues; and (8) a thorough discussion of various risks to the project and steps taken to mitigate those risks.</td>
<td>3/16/11</td>
<td>Assembly Transportation Committee</td>
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<td><strong>AB 76</strong> (Harkey) High-Speed Rail: Proposition 1A Bonds</td>
<td>Reduces the amount of general obligation bond debt authorized pursuant to Proposition 1A to the amount contracted as of January 1, 2012.</td>
<td>As Introduced</td>
<td>Assembly Transportation Committee</td>
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<td><strong>AB 133</strong> (Galgiani) High-Speed Rail: Federal Funds</td>
<td>Upon appropriation by the Legislature, requires any federal funds made available to California for high-speed rail purposes to be used for preliminary engineering, project-level environmental work, mitigation, final design, and construction for any of the following corridors: (1) San Francisco to San Jose; (2) Merced to Fresno; (3) Fresno to Bakersfield; and (4) Los Angeles to Anaheim.</td>
<td>As Introduced</td>
<td>Assembly Transportation Committee</td>
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<td><strong>AB 145</strong> (Galgiani) High-Speed Rail Authority: Organizational Structure</td>
<td>Places the California High-Speed Rail Authority within the Business, Transportation and Housing Agency. Requires the authority to establish policies directing the development and implementation of intercity high-speed train service that is fully integrated with the state’s existing intercity rail and bus network, consisting of interlinked conventional and high-speed train lines and associated feeder buses. Further specifies that the intercity network in turn shall be fully coordinated and connected with commuter train lines and urban transit systems developed by local agencies, through the use of common station facilities wherever possible. Requires the authority to do all of the following: (1) select the alignments for the routes of the state’s high-speed train system; (2) advise the secretary of the Business, Transportation and Housing Agency concerning high-speed rail matters; (3) adopt criteria for the awarding of franchises; and (4) set fares or establish guidelines for the setting of fares. Requires the Governor’s appointments to the authority to be confirmed by the Senate. For purposes of managing and administering the ongoing work of the authority in implementing the state’s high-speed train project, allows the Governor, upon the recommendation of the authority’s executive director, to appoint up to six additional individuals who would: (a) be exempt from civil service; and (b) serve at the pleasure of the executive director. Limits the Governor’s authority in this regard to the following positions: (1) chief program manager; (2) up to three regional directors; (3) chief financial officer; and (4) director of risk management and project controls. Requires the authority to submit a business plan to the Legislature every two years. Requires the authority to submit a high-speed train capital program to the Legislature and Governor each even-numbered year.</td>
<td>7/13/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>AB 147</strong> (Dickinson) Building Permit Fees</td>
<td>Allows a local agency to require the payment of a fee as a condition of approving a final map or issuing a building permit for purposes of defraying the actual or estimated cost of constructing pedestrian, bicycle, public transit, or traffic-calming facilities.</td>
<td>5/31/11</td>
<td>Assembly Floor: Concurrence Support</td>
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<td><strong>AB 148</strong> (Smyth) Local Government: Ethics Training</td>
<td>Includes compensation setting guidelines under the definition of “ethics laws.” Requires a local agency to post the ethics training records of all of its elected members on its Internet Web site and to submit a copy of the records to the Controller’s Office. Requires a local agency that has adopted a written attendance compensation policy or written reimbursement policy to post that policy on its Internet Web site and to submit a copy of that policy to the Controller’s Office.</td>
<td>4/14/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>AB 162</strong> (Smyth) Local Governments: Financial Audits</td>
<td>If findings are made in a local agency’s annual financial audit prepared pursuant to the federal Single Audit Act of 1984 that there have been possible deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuses, requires the findings to be sent to the Controller’s Office immediately after the audit has been concluded.</td>
<td>As Introduced</td>
<td>Assembly Local Government Committee</td>
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<td><strong>AB 187</strong> (Lara) High-Risk Local Government Agency Audit Program</td>
<td>Authorizes the Bureau of State Audits to establish a High-Risk Local Government Agency Audit Program for the purpose of identifying, auditing and issuing reports on any local government agency that the bureau identifies as: (a) being at high risk for the potential of waste, fraud, abuse, or mismanagement; or (b) having major challenges associated with its economy, efficiency or effectiveness. For local government agencies identified as high risk, requires the bureau to issue audit reports at least once every two years with recommendations for improvement. Requires the bureau to remove an agency from the program if the agency has taken significant corrective measures for the deficiencies identified by the bureau.</td>
<td>6/22/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>AB 195</strong> (Hernandez) Public Agencies: Labor Relations</td>
<td>Prohibits a public agency from doing any of the following: (1) imposing or threatening to impose reprisals on employees; discriminating or threatening to discriminate against employees; or otherwise interfering with, restraining or coercing employees because of their exercise of collective bargaining rights guaranteed under state law; (2) denying to employee organizations any collective bargaining rights guaranteed under state law; (3) refusing or failing to meet and negotiate in good faith with a recognized employee organization; (4) dominating or interfering with the formation or administration of any employee organization; contributing financial or other support to any employee organization; or in any way encouraging employees to join any organization in preference to another; and (5) refusing to participate in good faith in an applicable impasse procedure. Specifies that knowingly providing a recognized employee organization with inaccurate information regarding the financial resources of the public employer constitutes a refusal or failure to meet and negotiate in good faith.</td>
<td>7/11/11</td>
<td>Senate Floor</td>
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<td><strong>AB 277</strong> (Galgiani) High-Speed Rail: Power Needs</td>
<td>By May 1, 2012, requires the California Research Bureau to develop and submit to the Legislature and the California High-Speed Rail Authority an energy consumption profile that includes: (a) a forecast of the power needs of the state’s proposed high-speed train system; and (b) an analysis of, and any recommendations for identifying, a carbon-free baseload power supply to be available and operational at the time the high-speed train system commences operation.</td>
<td>4/7/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>AB 292</strong> (Galgiani) High-Speed Rail Authority: Agricultural Advisory Committee</td>
<td>Requires the California High-Speed Rail Authority to appoint an agricultural advisory committee consisting of nine members selected from a list of nominees recommended by the Department of Food and Agriculture. Specifies that the purpose of the committee is to advise the authority on the impact that the authority’s policies, plans, practices, and procedures will have on the agricultural community. Requires the authority to consult with the committee prior to adopting any policy relevant to agriculture, and to reflect the comments of the committee in any related action item brought before the board of the authority. Requires the authority to provide written responses to the committee’s comments.</td>
<td>7/11/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>AB 294</strong> (Portantinio) Design-Sequencing Contracts</td>
<td>Until January 1, 2015, allows Caltrans to award design-Sequencing contracts for the design and construction of not more than five transportation projects. Defines “design-Sequencing” as a method of contracting that enables the sequencing of design activities to permit each construction phase to commence when design for that phase is complete, instead of requiring design for the entire project to be completed before commencing construction. Requires Caltrans to use department employees or consultants under contract with the department to perform all design services related to design-Sequencing contracts authorized by this bill, consistent with Article XXII of the California Constitution.</td>
<td>5/27/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>AB 296</strong> (Skinner) Cool Pavements Research and Implementation Act</td>
<td>By January 1, 2014, requires Caltrans to publish and make available a Cool Pavements Handbook that incorporates existing specifications, testing protocols and best practices for cool pavement use. Requires Caltrans to implement one or more cool pavement pilot projects, with the goal of completing the construction of those projects no later than January 1, 2015. By January 1, 2018, requires Caltrans to submit a report to the Legislature describing the results of the cool pavement pilot projects. Requires the report to also include the upfront and life-cycle costs, environmental benefits, energy savings, and durability of various pavement options.</td>
<td>6/21/11</td>
<td>Senate Appropriations Committee</td>
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| **AB 333**
(Atkins)
Global Warming Solutions Act: Cap-and-Trade Program | No later than July 31, 2011, requires the California Air Resources Board (CARB) to make findings and submit a status report to the Legislature on the readiness of implementing a cap-and-trade program pursuant to the Global Warming Solutions Act of 2006. Once the program is implemented, requires CARB to provide an annual status report to the Legislature. | 5/11/11 | Assembly Natural Resources Committee | |
| **AB 343**
(Atkins)
Redevelopment Plans | Requires a redevelopment plan to be consistent with the regional sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization (MPO) pursuant to SB 375 (Steinberg). | 6/14/11 | Senate Governance and Finance Committee | |
| **AB 345**
(Atkins)
Traffic Control Devices: Consultation | Requires Caltrans to consult with groups representing users of streets, roads and highways, including bicyclists, persons with disabilities, motorists, movers of commercial goods, pedestrians, public transit riders, and seniors, when adopting rules and standards for traffic control devices. Requires that any advisory committee that Caltrans establishes for the purpose of developing its traffic control devices include groups representing non-motorizing interests of users of streets, roads and highways. | 6/29/11 | Senate Appropriations Committee | |
| **AB 356**
(Hill)
Public Works Projects: Local Hiring Policies | Prohibits any local agency from mandating that any portion or percentage of work on a public works project be performed by local residents or persons who reside within particular geographic areas if any portion of that project will take place outside the geographic boundaries of the local agency. Provides that if a local agency receives state funding for a public works project located entirely within its jurisdiction and the agency implements a policy of hiring only local residents, any increase in the cost of the public works project that is attributable to the policy must be funded with local dollars. | 4/25/11 | Assembly Floor | |
| **AB 365**
(Galgiani)
High-Speed Rail Contracts: Small Business Participation | Imposes various penalties for certain unlawful actions on the part of entities that have obtained classification from the California High-Speed Rail Authority as a small business enterprise, microbusiness or disabled veteran business enterprise. | 4/14/11 | Assembly Appropriations Committee | |
| **AB 381**
(Alejo)
Caltrans | Makes non-substantive, technical changes to provisions in current law regarding the administration of Caltrans. | As Introduced | Assembly Desk | |
| **AB 385**
(Harkey)
High-Speed Rail: Investment Grade Analysis | Requires the California High-Speed Rail Authority to approve and submit to the Department of Finance, its independent peer review group and the Legislature an investment grade analysis of the state’s entire high-speed train system. | 4/25/11 | Assembly Transportation Committee | |
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| **AB 426**  
(B. Lowenthal)  
Fare Evasion and Passenger Misconduct: Civil Administrative Penalties | Allows VTA and eight other public transit agencies to enact and enforce an ordinance providing that a person who is cited for fare evasion and various passenger misconduct violations be afforded an opportunity to complete an administrative process that imposes only an administrative penalty enforced in a civil proceeding. | 6/10/11 | Signed into Law: Chapter #100 | Support |
| **AB 427**  
(J. Perez)  
Proposition 1B Bonds: Public Transit Safety | Makes several statutory changes to how the Transit System Safety, Security, and Disaster Response Account under Proposition 1B is administered by the California Emergency Management Agency (Cal-EMA). Specifically, allows intercity and commuter rail operators to receive funding under the formula portion of the account. Requires an entity eligible to receive an allocation of formula funds under the account to submit a document, within 45 days of the Controller’s Office making the list of eligible recipients public, to Cal-EMA indicating: (a) the entity’s intent to use its funds; (b) the projects for which the funds would be used; and (c) a schedule of funds to be drawn down. Requires Cal-EMA to notify a regional transportation planning agency (RTPA) if formula funds under the account allocated to an entity within its region are not being used. Requires Cal-EMA to allocate such funds to the RTPA if the latter provides notification, within 30 days, of its intent to distribute the funds within its region. Allows Cal-EMA to reallocate the funds on a competitive basis to an eligible entity in a different region of the state if such notification is not received. | 7/13/11 | Senate Appropriations Committee | Support |
| **AB 441**  
(Monning)  
Regional Transportation Plans: Health Issues | Requires the California Transportation Commission (CTC) to include health and health equity factors, strategies, goals, and objectives in its guidelines for the preparation of regional transportation plans (RTPs). Requires the Office of Planning and Research to develop guidelines for cities and counties to include in their local general, specific or regional plans health and health equity factors, goals, strategies, and objectives that would improve: (a) community health status; (b) opportunities for recreational and physical activities; (c) the availability of retail food establishments offering fresh produce; (d) health-promoting transportation systems; (d) social networks, capital and civic participation; and (e) economic and community development. | 3/24/11 | Assembly Appropriations Committee |  |
| **AB 471**  
(B. Lowenthal)  
High-Speed Rail Authority: Inspector General | Creates an independent Office of the Inspector General to oversee the activities of the California High-Speed Rail Authority. Requires the Governor to appoint the inspector general for a six-year term, subject to confirmation by the Senate. Requires the inspector general to review the authority’s policies and procedures, and to conduct audits and investigations of the authority’s activities. | 4/25/11 | Assembly Appropriations Committee |  |
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<td><strong>AB 485 (Ma)</strong></td>
<td>Infrastructure Financing Districts: Transit Villages</td>
<td>6/29/11</td>
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<td>Allows for the formation of an infrastructure financing district, adoption of an infrastructure financing plan, and the issuance of bonds to implement a transit village development plan. Requires a transit village development plan utilizing an infrastructure financing district to do all of the following: (1) use at least 20 percent of all revenues derived from the infrastructure financing district to increase, improve and preserve the supply of low- and moderate-income affordable housing in the district for a period of at least 55 years for rental housing and 45 years for owner-occupied housing; (2) replace dwelling units at an affordable housing cost when specified dwelling units are destroyed or removed; and (3) include either an increased stock of affordable housing or live-travel options for transit-needy groups as one of its five demonstrable public benefits. Declares the intent of the Legislature that the development of transit village development districts throughout the state be environmentally conscious and sustainable, and that related construction meet or exceed the requirements of the California Green Building Standards Code. Eliminates the requirement for voter approval for the formation of an infrastructure financing district, adoption of an infrastructure financing district plan, and the issuance of bonds for implementing an infrastructure financing district plan. Specifies that the date on which an infrastructure financing district would cease to exist would not be more than 40 years from the date on which the city or county adopted the infrastructure financing district plan. Requires an infrastructure financing district to distribute an annual report to each owner of land within the district and each affected taxing entity. Requires the report to contain all of the following: (1) a summary of the district’s expenditures; (2) a description of the progress made toward the district’s adopted goals; and (3) an assessment of the status regarding completion of the district’s public works projects.</td>
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<td><strong>AB 492 (Galgiani)</strong></td>
<td>High-Speed Rail Contracts: Job Creation and Small Business Participation</td>
<td>6/27/11</td>
<td>Senate Rules Committee</td>
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<td>To the extent permitted by federal and state law, requires the California High-Speed Rail Authority to consider the creation of jobs and participation by small business enterprises in California when awarding major contracts, or when purchasing high-speed trains and related equipment and supplies. Requires the authority to appoint a small business enterprise advisory committee to provide comments and feedback on the implementation of the authority’s small business enterprise policy in order to ensure proper oversight and accountability.</td>
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<td><strong>AB 512 (Gordon)</strong></td>
<td>Local Government Renewable Energy Self-Generation Program</td>
<td>7/12/11</td>
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<td>Makes several changes to the state’s Local Government Renewable Energy Self-Generation Program. Specifically, increases the cap on the generating capacity of an eligible renewable generating facility from one megawatt to five megawatts. Provides that an electrical corporation shall not be required to compensate a local government for electricity generated from an eligible renewable generating facility in excess of the bill credits applied to a designated benefiting account. Provides that a local government shall not be eligible for any other tariff or program that requires an electrical corporation to purchase generation from an eligible renewable generating facility participating in the Local Government Renewable Energy Self-Generation Program.</td>
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<td><strong>AB 516 (V. Perez)</strong></td>
<td>Safe Routes to School</td>
<td>7/14/11</td>
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<td>In awarding grants to local government agencies under the Safe Routes to School Program, requires Caltrans, as part of the rating process, to consider: (a) the benefit of a particular project to a low-income school; and (b) the use of a public participation process by the project sponsor.</td>
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| **AB 535**<br>(Morrell)  
State Agency Regulations | Requires a state agency to review and report on regulations that it adopts or amends after January 1, 2012. Requires the review and report to be done five years after a particular regulation was adopted. Requires the review and report to include the following 10 factors: (1) the general and specific statutes authorizing the regulation; (2) the objective of the regulation; (3) the effectiveness of the regulation in achieving the objective; (4) the consistency of the regulation with state and federal statutes; (5) the agency’s enforcement policy; (6) the agency’s view regarding current wisdom of the regulation; (7) the clarity, conciseness and understandability of the regulation; (8) a summary of the written criticisms of the regulation received by the agency; (9) the estimated economic, small business and consumer impact of the regulation; and (10) any course of action that the agency proposes to take regarding the regulation. | As Introduced | Assembly Appropriations Committee |                  |
| **AB 551**<br>(Campos)  
Public Contracts: Prevailing Wage Requirements | Increases the monetary penalties assessed to contractors and subcontractors on public works projects for violations of the state’s prevailing wage laws. Makes a contractor or subcontractor on a public works project who is found to have committed two or more separate willful violations of the state’s prevailing wage laws within a three-year period ineligible to bid on or be awarded a contract for a public works project, or to perform work as a subcontractor on a public works project for a period of up to three years. | 6/29/11 | Senate Appropriations Committee |                  |
| **AB 605**<br>(Dickinson)  
CEQA: Greenhouse Gas Emission Reduction Targets | Requires the Office of Planning and Research to prepare and adopt guidelines to do all of the following: (1) determine the statewide averages for trip generation and vehicle miles traveled for various types of projects; (2) determine the projected trip generation and vehicle miles traveled that a project might have; (3) establish the percentage reduction in the projected trip generation and vehicle miles traveled of a project as compared to the average for trip generation and vehicle miles traveled for the project type that would assist a region in meeting its greenhouse gas emission reduction targets; and (4) develop a list of mitigation measures that a project may incorporate to reduce the project’s anticipated trip generation and vehicle miles traveled. Specifies that a project that either: (a) meets or exceeds the percentage reduction in trip generation and vehicle miles traveled established by the Office of Planning and Research; or (b) incorporates mitigation measures from the list developed by the Office of Planning and Research shall not be required to consider the transportation-related impacts of the project in an environmental document prepared pursuant to the California Environmental Quality Act (CEQA). | As Introduced | Assembly Natural Resources Committee |                  |
| **AB 607**<br>(Brownley)  
Public Transit Buses: Using Illuminated Signs for Advertising | Until January 1, 2017, authorizes a pilot program that would allow buses operated by the city of Santa Monica’s public transit system to be equipped with illuminated signs that display advertising, subject to certain conditions. | 6/20/11 | Assembly Floor: Concurrence |                  |
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| **AB 615**
(B. Lowenthal)
High-Speed Rail Authority: Property-Related Issues | Exempts the California High-Speed Rail Authority from the following: (a) various statutory provisions related to the acquisition and disposal of property requiring the approval of the Department of Finance; (b) securing the approval of the Department of Finance or the state Public Works Board when expending funds appropriated for capital outlay purposes; and (c) securing the approval of the Department of General Services when acquiring an easement or right-of-way. Prohibits the Department of General Services from: (a) granting easements across the property of the High-Speed Rail Authority; and (b) maintaining an inventory of the property owned by the authority. Allows the High-Speed Rail Authority to negotiate, in the name of the state, access to rights-of-way that it owns. Requires the authority to provide a record of real property parcels that it owns to the Department of General Services by July 1, 2014, and annually thereafter. Requires payments for leases or other conveysances of property controlled by the authority to be deposited with the authority for use in the development, improvement and maintenance of the state’s proposed high-speed rail system. | 7/13/11 | Senate Appropriations Committee |
| **AB 646**
(Atkins)
Labor Relations: Factfinding Panel | If a recognized public employee organization and public agency reach an impasse in negotiations, and a mediator is unable to effect a settlement within 30 days after his or her appointment, authorizes the employee organization to request that the parties’ differences be submitted to a factfinding panel. Requires the factfinding panel to consist of one member selected by each party, as well as a chairperson selected by the Public Employment Relations Board or by agreement of the parties. Within 30 days, requires the factfinding panel to make findings of fact and recommend the terms of a settlement, for advisory purposes only. Prohibits a public agency from implementing its last, best and final offer until at least 10 days after the factfinding panel’s written findings of fact and recommendations have been submitted to the parties, and the agency has held a public hearing regarding the impasse. | 6/22/11 | Senate Appropriations Committee |
| **AB 650**
(Blumenfield)
Blue Ribbon Task Force on Public Transportation | Establishes the Blue Ribbon Task Force on Public Transportation for the 21st Century. Requires the task force to be comprised of 12 specified members—six to be appointed by the Senate Rules Committee and six by the speaker of the Assembly by January 31, 2012. Requires the task force to issue a written report to the Governor and the Legislature by September 30, 2012. Requires the report to contain findings and recommendations relating to the following: (1) the current state of California’s public transit system; (2) the level and types of public transit needed to meet the goals of equity of accessibility and ease of use; strong and sustainable local and statewide economies; and environmental and public health, including reduced greenhouse gas and pollutant emissions; (3) the estimated cost of creating the needed public transit system in the near, mid and long terms; and (4) potential sources of funding to sustain the system’s needs, as well as requirements and methods for attaining that funding. Requires the task force to contract with consultants for expert research, analysis and advice, and to draft the written report. Requires Caltrans to provide administrative staffing to the task force. Appropriates $750,000 from the Public Transportation Account to accomplish the purposes of the task force. Sunsets the task force on March 30, 2013. | 6/29/11 | Senate Appropriations Committee |
| **AB 676**
(Torres)
State Transportation Improvement Program | Specifies that State Transportation Improvement Program (STIP) funds can be used for the study of, and the development and implementation of, capital improvement projects. | As Introduced | Assembly Transportation Committee |
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<tr>
<td><strong>AB 710</strong> (Skinner)</td>
<td>Infill and Transit-Oriented Development: Parking Requirements</td>
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<td>7/11/11</td>
<td>Senate Floor</td>
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<td>Except as specified, prohibits a city or county from requiring a minimum parking standard greater than one parking space per 1,000 square feet of non-residential improvements and one parking space per unit of residential improvements for any new development project located in a transit intensive area.</td>
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<td><strong>AB 716</strong> (Dickinson)</td>
<td>Transit Prohibition Orders</td>
<td></td>
<td>7/12/11</td>
<td>Senate Appropriations Committee</td>
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<td>Indefinitely extends provisions in existing law that allow the Sacramento Regional Transit District and the Fresno Area Express to issue a prohibition order to any person who, on at least three separate occasions within a period of 90 consecutive days, is cited for committing certain acts of passenger misconduct. Until January 1, 2015, provides similar statutory authority for the Bay Area Rapid Transit District (BART). Clarifies existing law to make it a misdemeanor if a person enters or remains on any transit-related property that is used to provide public transportation by rail or passenger bus without permission, or whose entry, presence or conduct on the property interferes with, interrupts or hinders the safe and efficient operation of a transit-related vehicle or facility.</td>
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<tr>
<td><strong>AB 812</strong> (Ma)</td>
<td>Recycled Asphalt</td>
<td>As Introduced</td>
<td>Assembly Transportation Committee</td>
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<td>Requires Caltrans to increase the allowable amount of recycled asphalt pavement used in its projects to 50 percent, unless the department determines that using the material is not practical, cost effective or appropriate on a given application.</td>
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<tr>
<td><strong>AB 819</strong> (Wieckowski)</td>
<td>Bikeways</td>
<td>3/31/11</td>
<td>Assembly Transportation Committee</td>
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<td>Creates a new Class IV bikeway category to include a segregated bike lane that provides for exclusive use of bicycles, demarcated by either a physical barrier or distinct paint markings.</td>
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<tr>
<td><strong>AB 845</strong> (Ma)</td>
<td>Proposition 1A: Commuter and Urban Rail Funds</td>
<td>5/10/11</td>
<td>Senate Appropriations Committee</td>
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<td>With regard to the $950 million in Proposition 1A funds that are available for capital improvements to commuter rail lines and urban rail transit systems, requires the guidelines adopted by the California Transportation Commission (CTC) to determine the funding share for each eligible commuter rail and urban rail transit recipient by using the distribution factors gathered from the 2007 Data Tables of the National Transit Database of the Federal Transit Administration (FTA). Requires the CTC to accept from each eligible recipient a priority list of projects up to the target amount expected to be available for the recipient. Requires the matching funds provided by the recipient to be from “non-state” funds, which are defined as local, federal and private funds, as well as state funds available to the recipient that are not subject to allocation by the CTC.</td>
<td></td>
<td>Support</td>
<td></td>
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<tr>
<td><strong>AB 890</strong> (Olsen)</td>
<td>CEQA Exemption: Roadway Improvements</td>
<td>3/29/11</td>
<td>Assembly Natural Resources Committee</td>
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<td>Exempts from the California Environmental Quality Act (CEQA) roadway improvement projects undertaken by a city or county within an existing road right-of-way.</td>
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<td>State Assembly Bills</td>
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<td>AB 892 (Carter)</td>
<td>Until January 1, 2017, permits Caltrans to continue to participate in a federal pilot program that allows certain states to assume the responsibilities of the Federal Highway Administration (FHWA) under the National Environmental Policy Act (NEPA). Specifically extends provisions in existing law that authorize Caltrans to consent to the jurisdiction of the federal courts with regard to the assumption of FHWA’s responsibilities under NEPA and that waive the state’s Eleventh Amendment protection against lawsuits brought in federal court for as long as Caltrans participates in the pilot program. No later than January 1, 2016, requires Caltrans to submit a report to the Legislature assessing whether NEPA delegation has resulted in a decrease in the amount of time that it takes for projects to receive federal environmental clearance. Requires the report to include both Caltrans- and local agency-sponsored projects.</td>
<td>7/13/11</td>
<td>Senate Appropriations Committee</td>
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<tr>
<td>AB 910 (Torres)</td>
<td>In addition to public capital facilities, allows an infrastructure financing district to be formed to finance affordable housing facilities and economic development projects. Eliminates the requirement for voter approval for the formation of an infrastructure financing district, adoption of an infrastructure financing plan, and the issuance of bonds if the district is being proposed to implement an affordable housing or economic development plan.</td>
<td>4/25/11</td>
<td>Senate Governance and Finance Committee</td>
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<td>AB 952 (Jones)</td>
<td>Prohibits a Board member, an employee or a consultant of the California High-Speed Rail Authority from being the recipient of any gift. Prohibits a Board member, an employee or consultant of the authority from appearing before the authority on behalf of, or in any way representing, any individual, private entity or public entity for three years after separation from the authority. Specifies that this prohibition does not apply to a state employee or officer, or to an elected local official who appears before the authority in his or her official capacity on behalf of the public entity that the employee, officer or elected local official represents.</td>
<td>7/5/11</td>
<td>Senate Appropriations Committee</td>
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<tr>
<td>AB 953 (Jones)</td>
<td>Provides that no funds from Proposition 1A shall be available to the California High-Speed Rail Authority for construction of the state’s proposed high-speed train system until adequate environmental studies are completed based on a new ridership study that uses an acceptable ridership evaluation methodology. Requires the authority to contract with the Institute of Transportation Studies at the University of California at Berkeley to complete a revised ridership study, using the ridership methodology of the institute. Requires the authority to use that ridership study as the basis for subsequent environmental studies. Requires the authority to reconsider its adoption of the optimal high-speed rail route based both on the new ridership study and the ridership methodology.</td>
<td>As Introduced</td>
<td>Assembly Transportation Committee</td>
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<td>AB 995 (Cedillo)</td>
<td>By July 1, 2012, requires the Office of Planning and Research to prepare and submit to the Legislature a report containing recommendations for expedited environmental review for transit-oriented development under the California Environmental Quality Act (CEQA).</td>
<td>As Introduced</td>
<td>Assembly Natural Resources Committee</td>
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<tr>
<td><strong>AB 1068</strong> (Ma)</td>
<td>Proposition 1B Bonds: Waterborne Transit</td>
<td>As Introduced</td>
<td>Assembly Transportation Committee</td>
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<tr>
<td><strong>AB 1086</strong> (Wieckowski)</td>
<td>Alameda County: Transactions and Use Taxes</td>
<td>6/29/11</td>
<td>Senate Floor</td>
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<tr>
<td><strong>AB 1092</strong> (B. Lowenthal)</td>
<td>High-Speed Rail Authority: Biannual Report to the Legislature</td>
<td>As Introduced</td>
<td>Senate Rules Committee</td>
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<tr>
<td><strong>AB 1097</strong> (Skinner)</td>
<td>Public Transit Projects: Buy America Bidding Preference</td>
<td>6/13/11</td>
<td>Senate Floor</td>
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<tr>
<td><strong>AB 1099</strong> (B. Lowenthal)</td>
<td>Commercial Motor Vehicles: Emission Standards</td>
<td>7/12/11</td>
<td>Senate Appropriations Committee</td>
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<tr>
<td><strong>AB 1105</strong> (Gordon)</td>
<td>VTA: Express Lanes</td>
<td>4/13/11</td>
<td>Signed into Law: Chapter #114</td>
<td>Sponsor</td>
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- **AB 1068** (Ma): Allows any regional public waterborne transit agency that received an allocation of funding under Proposition 1B’s Transit System Safety, Security, and Disaster Response Account prior to June 30, 2011, to have four, rather than three, fiscal years to expend the money.

- **AB 1086** (Wieckowski): Until January 1, 2014, allows the County of Alameda to impose a transactions and use tax for the support of countywide transportation programs at a rate of not more than 0.5 percent that would, in combination with all other such taxes imposed in the county, exceed the state’s limit of 2 percent, subject to the following conditions: (1) the County of Alameda adopts an ordinance imposing the tax by the appropriate voting approval requirement; and (2) the ordinance is submitted to the county’s electorate on the November 6, 2012, general election ballot and is approved by a two-thirds majority.

- **AB 1092** (B. Lowenthal): Beginning March 1, 2012, requires the California High-Speed Rail Authority to report biannually to the Legislature on the development and implementation of the state’s proposed high-speed rail project. Requires the report to include all of the following: (1) a summary describing the overall progress of the project; (2) the baseline budget for all project phase costs, by segment or contract, beginning with the authority’s 2009 Business Plan; (3) the current and projected budget, by segment or contract, for all project phase costs; (4) expenditures to date, by segment or contract, for all project phase costs; (5) a comparison of the current and projected work schedule and the baseline schedule contained in the authority’s 2009 Business Plan; (6) a summary of the milestones achieved during the prior year and milestones expected to be reached in the coming year; (7) any issues identified during the prior year and actions taken to address those issues; and (8) a thorough discussion of various risks to the project and steps taken to mitigate those risks.

- **AB 1097** (Skinner): Requires the secretary of the Business, Transportation & Housing Agency to specifically authorize a state or local agency receiving federal funds for public transit purposes to provide a bidding preference to a bidder who exceeds Buy America requirements applicable to federally funded public transit projects.

- **AB 1099** (B. Lowenthal): Requires the Department of Motor Vehicles (DMV) to refuse registration for any commercial motor vehicle that is of a 1996 or older model year with a gross vehicle weight rating of more than 26,000 pounds.

- **AB 1105** (Gordon): Authorizes the Santa Clara Valley Transportation Authority (VTA) to develop and implement express lanes along the U.S. 101 corridor in San Mateo County, subject to the concurrence of the City/County Association of Governments of San Mateo County.
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| AB 1134 (Bonilla)  
Caltrans: Project Study Reports | Requires project study reports prepared for state highway projects to include a cost estimate, schedule, and other information deemed necessary to form a sound basis for the commitment of future state funding and project delivery. For a state highway project that is in an adopted regional transportation plan (RTP), a voter-approved county sales tax measure expenditure plan or other voter-approved transportation program, provides that Caltrans’ costs for review and approval of the applicable project study report shall be at the department’s expense. For other projects, requires the local entity performing the work to reimburse Caltrans for the costs of reviewing and approving the report. Allows a local entity to prepare a project study report at its own expense if Caltrans cannot complete it in a timely manner. Requires Caltrans to prepare draft revised guidelines for the preparation of project study reports and to submit those guidelines to the California Transportation Commission (CTC) by July 1, 2012. Requires the CTC to adopt final guidelines by October 1, 2012. | 3/21/11 | Assembly Appropriations Committee | Support |
| AB 1164 (Gordon)  
Federal Transportation Funds | Until September 15, 2015, authorizes Caltrans to make loans of federal transportation funds deposited into the State Highway Account to advance Proposition 1B bond projects that meet certain requirements. Requires the loans to be repaid within three years to the State Highway Account from the proceeds of bonds sold pursuant to Proposition 1B. Requires the repaid funds to be used for State Highway Operation and Protection Program (SHOPP) or Local Assistance Program projects, as specified. | 7/12/11 | Senate Appropriations Committee | |
| AB 1206 (Galgiani)  
High-Speed Rail Contracts: Small Business Enterprise Program | Requires the California High-Speed Rail Authority to adopt a Small Business Enterprise Program as part of contracts to be awarded by the authority relative to the development and construction of the state’s proposed high-speed train system. | 3/30/11 | Assembly Appropriations Committee | |
| AB 1215 (Blumenfield)  
Motor Vehicles: Electronic Processing of Vehicle Registrations | Requires a new motor vehicle dealer to use electronic programs provided by the dealer’s first-line service provider to register any vehicle sold or leased, and to disclose any document processing, electronic registration or transfer fees. Establishes the amounts of those fees that may be charged to the purchaser or lessee of the vehicle. | 7/12/11 | Senate Appropriations Committee | |
| AB 1229 (Feuer)  
GARVEE Bonds | Allows for federal highway grant anticipation notes (GARVEE bonds) to be issued for projects programmed by a regional transportation planning agency (RTPA) using its share of apportionments of federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) dollars. Provides that no more than 50 percent of the state’s GARVEE bonding capacity may be used for such projects. If an RTPA’s share of STP and CMAQ funds is insufficient to repay the GARVEE bonds, allows the California Transportation Commission (CTC) to use State Transportation Improvement Program (STIP) dollars for the repayment to be counted against the county share for the county in which the project is located. | 6/21/11 | Senate Appropriations Committee | |
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<tr>
<td>AB 1285 (Fuentes)</td>
<td>Regional Greenhouse Gas Emission Reduction and Sequestration Projects</td>
<td>Requires the California Air Resources Board (CARB) to establish a program to maximize regional greenhouse gas emission reduction and sequestration projects. Requires CARB to establish a system by which emission reductions achieved by projects under this program result in the creation of qualified units of exchange that may be transferred to entities subject to an emissions cap. Conditions the bill’s provisions on the adoption of a market-based compliance mechanism that allows offsets created from greenhouse gas emission reduction or sequestration projects in a sector that is not subject to an emissions cap as part of the market-based compliance mechanism regulation.</td>
<td>5/11/11</td>
<td>Assembly Appropriations Committee</td>
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<tr>
<td>AB 1287 (Buchanan) Local Governments: Audits</td>
<td>Requires local agency financial and compliance audits to be performed in accordance with General Accounting Office standards.</td>
<td>As Introduced</td>
<td>Assembly Local Government Committee</td>
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<td>AB 1308 (Miller) Highway Users Tax Account</td>
<td>Provides that in any year in which the Budget Act has not been enacted by July 1, funds in the Highway Users Tax Account (HUTA) are continuously appropriated and may be encumbered until the Budget Act is enacted.</td>
<td>As Introduced</td>
<td>Assembly Appropriations Committee Support</td>
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<td>AB 1332 (Donnelly) Abolishment of CARB</td>
<td>Abolishes the California Air Resources Board (CARB), and transfers its authority, duties, power, purposes, responsibilities, and jurisdiction to the California Environmental Protection Agency (CalEPA).</td>
<td>As Introduced</td>
<td>Assembly Natural Resources Committee</td>
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<td>AB 1344 (Feuer) Local Governance</td>
<td>Beginning January 1, 2012, prohibits an employment contract executed or renewed between a local agency and a local agency executive from providing for: (a) an automatic increase in the level of compensation that exceeds a cost-of-living adjustment; or (b) a maximum cash settlement in excess of certain limits. Defines “local agency executive” to mean any person employed by a local agency not represented by a labor organization who is either: (a) the chief executive officer of the local agency; or (b) the head of a department of a local agency. Beginning January 1, 2012, requires a contract executed or renewed between a local agency and an officer or employee of the agency to include a provision specifying that the officer or employee must fully reimburse the agency for any expenditure of public funds for a legal criminal defense, any leave salary paid during a criminal investigation or any cash settlement paid for a terminated contract if the officer or employee is convicted of a crime involving an abuse of his or her position. In the absence of a contractual obligation, requires an officer or employee of a local agency who is convicted of a crime involving an abuse of his or her position to reimburse the local agency for such payments. Requires a local agency to provide notice of each of its legislative body’s meetings, including special meetings, on its Internet Web site, if the local agency has one. Prohibits a local agency legislative body from holding a special meeting regarding the salary, salary schedule or other forms of compensation for any local agency executive.</td>
<td>7/11/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>ACA 4</strong>&lt;br&gt;(Blumenfield)&lt;br&gt;Local Governments: Special Taxes</td>
<td>Calls for placing before the voters an amendment to the California Constitution to allow a local agency to incur indebtedness in the form of general obligation bonds, if approved by its electorate by a 55 percent majority, to fund the construction, reconstruction, rehabilitation, or replacement of: (1) public improvements, including improvements to transportation infrastructure, streets, highways, sewer systems, water systems, wastewater systems, and park and recreation facilities; and (2) facilities or buildings used primarily to provide sheriff, police or fire protection services to the public. Creates an exception to the 1 percent limit for property tax assessments if the revenues are being used to pay bonded indebtedness, approved by a 55 percent vote, to fund the construction, reconstruction, rehabilitation, or replacement of: (1) public improvements, including improvements to transportation infrastructure, streets, highways, sewer systems, water systems, wastewater systems, and park and recreation facilities; and (2) facilities or buildings used primarily to provide sheriff, police or fire protection services to the public.</td>
<td>As Introduced</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>AJR 5</strong>&lt;br&gt;(B. Lowenthal)&lt;br&gt;Transportation Revenue Sources: Vehicle Miles Traveled</td>
<td>Requests the President and Congress to consider and enact legislation to conduct a study regarding the feasibility of the collection process for a transportation revenue source based on vehicle miles traveled in order to facilitate the creation of a reliable and steady transportation funding mechanism for the maintenance and improvement of surface transportation infrastructure.</td>
<td>3/29/11</td>
<td>Approved by the Legislature: Chapter #29</td>
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### State Senate Bills

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<tr>
<td><strong>SB 14</strong>&lt;br&gt;(Wolk)&lt;br&gt;Performance-Based Budgeting</td>
<td>Beginning in FY 2015, requires the budget submitted by the Governor to the Legislature to be developed pursuant to performance-based budgeting for each state agency and department. When preparing their individual budgets, requires state agencies and departments to use performance-based budgeting methods that make it clear to policymakers and the public the value and results of existing operations and proposed changes. Requires agency and departmental budgets to identify and update all of the following: (1) the mission and goals of the agency or department; (2) the activities and programs focused on achieving those goals; (3) performance metrics that reflect desired outcomes for existing and proposed activities, and a targeted performance level for the following year; (4) prior-year performance data and an explanation of deviation from previous-year targets; (5) proposed changes in statute, including the creation of incentives or the elimination of disincentives that could improve outcomes or hold down costs; and (6) a description of the impacts and consequences to the current recipients or beneficiaries of a program proposed for modification or elimination. Requires a committee of the Legislature to adopt a process, schedule and deadline for reviewing the performance of all state programs at least once every 10 years. Requires the designated committee to undertake this review.</td>
<td>5/19/11</td>
<td>Assembly Budget Committee</td>
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<td><strong>SB 15</strong>&lt;br&gt;(DeSaulnier)&lt;br&gt;State Budget Process</td>
<td>Requires the budget submitted by the Governor to contain itemized statements; provisional language; performance measurement standards for state agencies and programs; recommended state expenditures; and a projection of anticipated state revenues, including revenues anticipated to be available on a one-time basis. Requires the budget to contain an estimate of the total resources available for state expenditures recommended for the budget year and the succeeding fiscal year. If expenditures exceed revenues, requires the Governor to recommend reductions in expenditures or the sources from which additional revenues should be provided, and to include an estimate of the long-term impact that these recommendations would have on the state’s economy. Requires the Governor to submit a five-year capital infrastructure and strategic growth plan together with the budget. If the Governor’s budget proposes: (a) to create a new state program or agency, or to expand the scope of an existing state program or agency, resulting in a net increase in state costs; or (b) to reduce a state tax resulting in a net decrease in state revenues, requires the proposal to be accompanied by a statement identifying state program reductions or sources of additional state revenues in an amount that is equal to or greater than the net increase in state costs or net decrease in state revenues. Declares the intent of the Legislature to establish an oversight process for evaluating and improving the performance of all state programs, whether managed by the state or local agencies.</td>
<td>5/19/11</td>
<td>Assembly Budget Committee</td>
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<tr>
<td><strong>SB 22</strong>&lt;br&gt;(La Malfa)&lt;br&gt;High-Speed Rail: Proposition 1A Bonds</td>
<td>Reduces the amount of general obligation bond debt authorized pursuant to Proposition 1A to the amount contracted as of January 1, 2012.</td>
<td>3/24/11</td>
<td>Senate Transportation and Housing Committee</td>
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<tr>
<td>SB 27 (Simitian)</td>
<td>Public Employee Retirement: Calculation of Final Compensation</td>
<td>7/7/11</td>
<td>Assembly Appropriations Committee</td>
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<td>Clarifies and defines which forms of compensation may be included in an employee’s final compensation for purposes of determining a retirement allowance under the California Public Employees’ Retirement System (CalPERS) and the State Teachers’ Retirement System (CalSTRS). Prohibits any compensation determined to have been paid expressly to enhance an employee’s retirement allowance from being included in the calculation. Requires increases to compensation paid during the final compensation period to be consistent with publicly published pay scales and the increases paid to other employees in the same or similar working groups or classes. Prohibits working groups or classes of only one individual. Prohibits any CalPERS member who retires on or after January 1, 2013, from returning to public employment as a part-time worker, a private contractor or an employee of a third-party contractor for 180 days following the date of retirement.</td>
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<tr>
<td>SB 28 (Simitian)</td>
<td>Electronic Wireless Communications Devices</td>
<td>7/7/11</td>
<td>Senate Floor: Concurrence</td>
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<td>Requires the driver’s license examination administered by the Department of Motor Vehicles (DMV) to include a test of an applicant’s understanding of the distractions and dangers of handheld cell phone use and text-messaging while operating a motor vehicle. Prohibits a person from riding a bicycle while using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking, and is used in that manner. Also prohibits a person from riding a bicycle while using an electronic wireless communications device to write, send or read a text-based message. Increases the penalties for violating the current prohibitions in state law against using wireless telephones and text-messaging while operating a motor vehicle. Requires a portion of the fines collected for these violations to be allocated to the Office of Traffic Safety for an education program on the dangers of cell phone use and text-messaging while driving.</td>
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<tr>
<td>SB 29 (Simitian)</td>
<td>Automated Traffic Enforcement Systems</td>
<td>5/11/11</td>
<td>Assembly Appropriations Committee</td>
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<td>Requires the installation of signs at all locations where an automated, camera-based traffic enforcement system is operating. Prior to installing such a system after January 1, 2012, requires the governmental agency to make and adopt a finding of fact establishing that the system is needed at a specified location for reasons related to safety. Prohibits a governmental agency from considering revenue generation, beyond cost recovery, when determining whether to install or operate an automated traffic enforcement system.</td>
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<td>SB 31 (Correa)</td>
<td>Local Government: Lobbyist Registration</td>
<td>3/23/11</td>
<td>Senate Elections and Constitutional Amendments Committee</td>
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<td>Enacts a comprehensive framework for regulating entities that lobby local government agencies, including registration and reporting requirements. Requires each local government agency to create a commission to implement and enforce the provisions of the bill.</td>
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<td><strong>SB 46</strong>&lt;br&gt;(Correa)&lt;br&gt;Public Agencies: Compensation Disclosure</td>
<td>Until January 1, 2019, specifies that every person, except a candidate for public office, who is required by state law to file a statement of economic interests must, as part of that filing, include a disclosure form that provides compensation information for the preceding calendar year. By March 1, 2013, requires the Controller’s Office to adopt emergency regulations to implement this bill, including the format of the compensation disclosure form. Requires the form to provide for the disclosure of the following information: (1) the agency’s cost for a person’s annual salary or stipend; (2) the agency’s cost to provide benefits to a person, including deferred compensation or defined benefit plans; (3) the agency’s reimbursement payments to a person for actual and necessary expenses incurred on behalf of the local agency in the performance of official duties; and (4) the agency’s cost to provide a person with any other monetary or non-monetary perquisites of office. By July 1, 2013, requires the Controller’s Office to recommend to the Governor and the Legislature methods for compiling the information contained on compensation disclosure forms in one or more publicly accessible data bases. If an agency maintains an Internet Web site, requires the following information to be posted: (1) the information contained on employee compensation disclosure forms; and (2) its written policy for reimbursement of actual and necessary expenses to employees in the performance of official duties.</td>
<td>6/2/11</td>
<td>Senate Floor</td>
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<tr>
<td><strong>SB 125</strong>&lt;br&gt;(Emmerson)&lt;br&gt;Chronic Toll Evaders</td>
<td>Authorizes a law enforcement officer to impound, or cause to be impounded, a vehicle registered to a chronic evader of toll payments until all outstanding tolls and all required penalties are paid to the issuing agency.</td>
<td>4/25/11</td>
<td>Senate Transportation and Housing Committee</td>
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<td><strong>SB 126</strong>&lt;br&gt;(Steinberg)&lt;br&gt;CTC Guidelines</td>
<td>Exempts the adoption of guidelines by the California Transportation Commission (CTC) from the rulemaking provisions of the Administrative Procedure Act. Except in the case of the State Transportation Improvement Program (STIP), specifies a process that the CTC must use when adopting guidelines. Requires the CTC to maintain a guideline adoption file containing: (a) a summary of each objection or recommendation made with regard to a proposed guideline; and (b) an explanation of how the proposed guideline was changed to accommodate each objection or recommendation, or the reasons for making no change. Requires the CTC to include in its annual report to the Legislature a summary of its activities related to the adoption of program or policy guidelines during the previous calendar year.</td>
<td>As Introduced</td>
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<td><strong>SB 214</strong> (Wolk) Infrastructure Financing Districts: Voter Approval</td>
<td>Eliminates the requirement for voter approval for the formation of an infrastructure financing district, adoption of an infrastructure financing district plan, and the issuance of bonds for implementing an infrastructure financing district plan. Prohibits an infrastructure financing district for paying for routine maintenance, repair work, or the costs of ongoing operations or providing services of any kind. Allows a district to finance any projects that implement a sustainable communities strategy. Prohibits a district from providing any form of financial assistance to: (1) a vehicle dealer; (2) a big box retailer; or (3) a business entity that sells or leases land to a vehicle dealer or big box retailer that is relocating from the territorial jurisdiction of one local agency to the territorial jurisdiction of another local agency but within the same market area. Specifies that the date on which an infrastructure financing district would cease to exist would not be more than 40 years from the date on which the city or county adopted the infrastructure financing district plan. Requires an infrastructure financing district to distribute an annual report to each owner of land within the district and each affected taxing entity. Requires the report to contain all of the following: (1) a summary of the district’s expenditures; (2) a description of the progress made toward the district’s adopted goals; and (3) an assessment of the status regarding completion of the district’s public works projects.</td>
<td>6/21/11</td>
<td>Assembly Floor</td>
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<td><strong>SB 223</strong> (Leno) Local Vehicle Assessments</td>
<td>Authorizes San Francisco to impose a voter-approved local vehicle assessment at a rate not to exceed 2 percent of the market value of each motor vehicle or trailer coach registered within their respective jurisdictions for general revenue purposes if: (a) the board of supervisors approves an ordinance to that effect by a two-thirds vote; and (b) the assessment is approved by a majority vote of the electorate. Specifies that the bill is not to be construed to supplant any funds that the state apportions to San Francisco, including those apportioned under the Vehicle License Fee Law.</td>
<td>7/11/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>SB 241</strong> (Cannella) CEQA Litigation Protection Pilot Program of 2011</td>
<td>Establishes the California Environmental Quality Act (CEQA) Litigation Protection Pilot Program. Requires the Business, Transportation &amp; Housing Agency to select 25 projects for each calendar year between 2012 and 2016 to participate in the program. For a project to qualify for the program, requires the lead agency to certify that the environmental impact report (EIR) for the project will be certified within 12 months. In selecting projects for the program, requires the Business, Transportation &amp; Housing Agency to consider the following: (1) the number and quality of jobs that would be created by the project; (2) the amount of the capital investment made by the project; and (3) a balance between projects sponsored by public and private entities. Provides that a lead agency’s decision to certify an EIR or to adopt a mitigated negative declaration based on an initial study for a project selected to participate in the pilot program is not subject to judicial review.</td>
<td>As Introduced</td>
<td>Senate Environmental Quality Committee</td>
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<td><strong>SB 310</strong> (Hancock) Transit Priority Project Program</td>
<td>Eliminates the requirement for voter approval for the formation of an infrastructure financing district, adoption of an infrastructure financing district plan, and the issuance of bonds for implementing an infrastructure financing district plan. Establishes the Transit Priority Project Program. Requires a city or county that elects to participate in the program to amend its general plan and community plan, if the city or county has one, to authorize development projects that meet 12 specified requirements to build at an increased height of a minimum of three stories. If a development project is also located entirely within an infrastructure financing district, allows the district to reimburse the developer for any permit expenses incurred or for the cost of constructing affordable housing units.</td>
<td>6/20/11</td>
<td>Assembly Floor</td>
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<td>SB 316</td>
<td>Specifies that the provisions in the Industrial Welfare Commission’s wage order pertaining to meal periods do not apply to an employee in the transportation industry.</td>
<td>As Introduced</td>
<td>Senate Labor and Industrial Relations Committee</td>
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<td>SB 328</td>
<td>Revises the state’s Eminent Domain Law to establish requirements for the acquisition of property subject to a conservation easement.</td>
<td>6/22/11</td>
<td>Assembly Floor</td>
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<td>SB 383</td>
<td>Repeals the state’s Local Government Renewable Energy Self-Generation Program and replaces it with the Community-Based Renewable Energy Self-Generation Program. Under this new program, authorizes a retail customer of an electric utility to purchase a subscription in a community facility for the purpose of receiving a bill credit to offset all or a portion of the customer’s electricity usage.</td>
<td>5/27/11</td>
<td>Senate Rules Committee</td>
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<td>SB 468</td>
<td>Imposes certain requirements on Caltrans and the San Diego Association of Governments (SANDAG) with respect to specified highway projects on I-5 in San Diego County, known collectively as the North Coast Corridor Project, that are located entirely or partially in the coastal zone. Authorizes SANDAG to implement high-occupancy toll (HOT) lanes on I-5 within San Diego County.</td>
<td>7/13/11</td>
<td>Assembly Appropriations Committee</td>
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<td>SB 475</td>
<td>Clarifies various provisions in existing law relating to public-private infrastructure agreements for local projects. Clarifies that a local agency may, but is not required to, provide for the lease, license or other permissive use of facilities constructed under a public-private infrastructure agreement. Provides more flexibility to a local agency with regard to the selection criteria that it may use in the solicitation documents when selecting a private entity under a public-private infrastructure agreement. Clarifies that a local agency may use public financing without any private financing or in combination with private financing as part of a public-private infrastructure agreement. Specifies that private-sector financing may include cash, cash equivalents, loans, debt assumption, letters of credit, capital investment, in-kind contributions of materials or equipment, construction or equipment financing, carrying costs during construction, or any combination thereof. Clarifies that user fees may be paid to either the local agency or the private entity. Clarifies that the reasonable rate of return to the private entity must be specifically stated in the public-private infrastructure agreement, or included as part of the costs and fees as set during the procurement process. Prior to entering into a public-private infrastructure agreement for a project that includes at least some public financing, requires the local agency to assess whether such agreement provides greater benefit or value as compared with funding the project entirely with public financing and using competitive bidding.</td>
<td>6/20/11</td>
<td>Assembly Local Government Committee</td>
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<td><strong>SB 517</strong>&lt;br&gt;(A. Lowenthal)&lt;br&gt;High-Speed Rail Authority: Organizational Structure</td>
<td>Places the California High-Speed Rail Authority within the Business, Transportation and Housing Agency. Requires the secretary of the Business, Transportation and Housing Agency to propose an annual budget for the authority. Requires the Governor’s appointments to the authority to be confirmed by the Senate. Vacates the current membership of the authority, and provides for the appointment or reappointment of members as of January 1, 2012, for staggered terms. Requires members of the authority to have specified experience in order to be appointed. Prohibits a member of the authority from simultaneously holding any other elected or appointed public office. Requires the executive director of the authority to be confirmed by the Senate. Prohibits the employment agreement for the executive director from being executed without Senate confirmation. Enacts various conflict-of-interest provisions applicable to members of the authority and its staff.</td>
<td>6/30/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>SB 535</strong>&lt;br&gt;(De Leon)&lt;br&gt;Global Warming Solutions Act: Communities Healthy Air Revitalization Trust</td>
<td>Requires a minimum of 10 percent of the fee revenues generated under the California Global Warming Solutions Act of 2006, other than revenues collected by the California Air Resources Board (CARB) for administrative purposes, to be deposited into the California Communities Healthy Air Revitalization Trust. Requires the trust to be administered by CARB. Upon appropriation by the Legislature, requires the revenues in the trust to be used: (a) solely in the most impacted and disadvantaged communities in the state; and (b) to fund programs or projects that reduce greenhouse gas emissions or mitigate the direct health impacts of climate change, through competitive grants, loans or other funding mechanisms. Requires CARB to convene a review panel to make recommendations regarding the development of policies, plans and programs as they relate to the trust.</td>
<td>7/5/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>SB 545</strong>&lt;br&gt;(Anderson)&lt;br&gt;California’s Transportation Needs</td>
<td>Declares the intent of the Legislature to enact a bill enabling the state to examine efficiency in administering solutions to California’s transportation needs.</td>
<td>As Introduced</td>
<td>Senate Rules Committee</td>
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<td><strong>SB 580</strong>&lt;br&gt;(Wolk)&lt;br&gt;State Park Land</td>
<td>Prohibits land acquired for the state park system through public funds, gifts or bequests from being disposed of or used in a way that is incompatible with park purposes without the substitution of other land. In the event that land cannot be acquired to fully meet the substitution eligibility criteria, allows the state Park and Recreation Commission to approve a combination of substitute park land and monetary compensation, if certain conditions are met. Provides that the commission may consider requests only if it determines that all practical alternatives that avoid the proposed disposal or use of park land for incompatible purposes have been considered.</td>
<td>6/20/11</td>
<td>Assembly Water, Parks and Wildlife Committee</td>
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<td>SB 582 (Yee)</td>
<td>Regional Commute Benefit Ordinances</td>
<td>Beginning on January 1, 2013, authorizes a metropolitan planning organization (MPO) jointly with the local air quality management district to adopt a regional commute benefit ordinance that requires employers operating within the common jurisdiction of the MPO and the air quality management district with 20 or more employees to offer those employees one of the following three commute benefits: (1) the option to pay for their public transit, vanpooling or bicycling expenses with pre-tax dollars; (2) a subsidy to offset an employee’s monthly cost of commuting by public transit or vanpool; or (3) a free or low-cost shuttle or vanpool operated by or for the employer. Subject to the approval of the MPO, allows an employer to offer a commute benefit that is different from the three specified in the bill. For the San Joaquin Valley Unified Air Pollution Control District, requires the regional commute benefit ordinance to be adopted by the district and all eight MPOs that are partially or wholly within the jurisdiction of the district in order to take effect. Excludes from the provisions of the bill an air district with a trip reduction regulation that was initially adopted prior to the federal Clean Air Act Amendments of 1990 as long as the district continues to have a trip reduction requirement. Prohibits an MPO from using federal planning funds to implement and enforce its regional commute benefit ordinance. At its option, allows an MPO to have the regional commute benefit ordinance apply solely to employers with 50 or more employees, rather than to employers with 20 or more employees. Repeals the provisions of the bill on January 1, 2017, unless that date is deleted or extended through the enactment of subsequent legislation.</td>
<td>7/7/11</td>
<td>Vetoed by the Governor</td>
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<td>SB 653 (Steinberg)</td>
<td>Local Taxes</td>
<td>Authorizes cities, counties, school districts, community college districts, and county offices of education, subject to constitutional voter approval requirements, to levy, increase or extend the following taxes: (1) a local personal income tax not to exceed 1 percent; (2) an additional transactions and use tax that would be excluded from the current 2 percent combined county/city rate limit; (3) an alcoholic beverage tax of five cents per five ounces and at a proportionate rate for any other quantity; (4) a cigarette and tobacco products tax of up to five cents per cigarette or $1 per pack; (5) an oil severance tax not to exceed 10 percent of the product upon a producer for the privilege of severing oil from the earth or water in the county for sale, transport, consumption, storage, profit, or use; (6) a sweetened beverage tax not to exceed one cent per fluid ounce; and (7) a local medical marijuana tax.</td>
<td>6/6/11</td>
<td>Senate Floor</td>
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<td>SB 693 (Dutton)</td>
<td>Public-Private Partnership Agreements</td>
<td>Clarifies that Caltrans’ delegation authority to cities and counties in existing law includes the ability to utilize public-private partnership agreements for transportation projects.</td>
<td>4/13/11</td>
<td>Senate Transportation and Housing Committee</td>
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<td>SB 730 (Kehoe)</td>
<td>Plug-In Electric Vehicle Readiness Pilot Program</td>
<td>Establishes the Plug-In Electric Vehicle Readiness Pilot Program to be administered by the state Energy Resources Conservation and Development Commission. Requires the program to include: (1) the development of expedited and streamlined permitting of plug-in electric vehicle residential charging; (2) customer plug-in electric vehicle education and outreach; (3) the provision of information to plug-in electric vehicle owners concerning a point of contact with the appropriate local government entity; (4) public and workplace infrastructure plug-in electric vehicle planning; and (5) utility notification of residential plug-in electric vehicle chargers. In implementing the pilot program, requires the commission to solicit the involvement of cities and counties from throughout the state.</td>
<td>5/11/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>SB 733</strong>&lt;br&gt;(Price)&lt;br&gt;High-Speed Rail Contracts: Local Workforce and Small Business Participation Strategies</td>
<td>In awarding contracts for the construction of California’s proposed high-speed rail system with state or federal funds, requires the California High-Speed Rail Authority to develop a strategy, in conjunction with the Employment Development Department (EDD), to ensure that at least 25 percent of the project workforce used at each authority worksite is from the local workforce. Requires the authority to include in its business plan, or as an addendum to that plan, the following: (1) its local workforce strategy; and (2) a strategy for ensuring the participation of California-certified small businesses in contracts awarded by the authority with state or federal funds during all phases of the high-speed rail project.</td>
<td>5/11/11</td>
<td>Senate Appropriations Committee</td>
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<td><strong>SB 734</strong>&lt;br&gt;(Price)&lt;br&gt;High-Speed Rail Contracts: Small Business Program</td>
<td>Requires the California High-Speed Rail Authority, with the assistance of the Department of General Services, to prepare a small business, microbusiness and disabled veteran business enterprise outreach and retention plan in order to ensure that the percentage of contracts awarded meets certain small business participation goals. Requires the plan to be adopted by the authority by July 31, 2012. Requires all bidders’ conferences convened by the authority to include a presentation of the plan and the state’s small business participation goals. For authority contracts, requires an additional price preference or score of 2.5 percent of the bid amount to be granted to qualified state-certified microbusinesses. Requires the authority to include in its business plan or in an addendum to that plan a strategy for ensuring the participation of California-certified small businesses in contracts awarded by the authority with state or federal funds during all phases of the state’s high-speed rail project.</td>
<td>6/27/11</td>
<td>Assembly Appropriations Committee</td>
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<td><strong>SB 739</strong>&lt;br&gt;(Lowenthal)&lt;br&gt;Ports: Infrastructure Needs</td>
<td>Beginning January 1, 2012, requires the ports of Long Beach, Los Angeles and Oakland to assess their infrastructure and air quality improvement needs, including projects that improve the efficiency of the movement of cargo, and that reduce the congestion impacts and pollution associated with the movement of cargo. Requires these assessments to include the total costs of the infrastructure and air quality improvements, possible funding options for these projects, and estimated timelines for their implementation. Requires each port to provide its assessment to the Legislature by July 1, 2012.</td>
<td>7/7/11</td>
<td>Assembly Floor</td>
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<td><strong>SB 749</strong>&lt;br&gt;(Steinberg)&lt;br&gt;High-Speed Rail Authority: Senate Confirmation of Board Members</td>
<td>Requires the Governor’s appointments to the California High-Speed Rail Authority to be confirmed by the Senate.</td>
<td>As Introduced</td>
<td>Senate Transportation and Housing Committee</td>
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<td><strong>SB 767</strong>&lt;br&gt;(Harman)&lt;br&gt;Vehicles: Radio Frequency Identification Technology</td>
<td>Authorizes a local governmental entity to participate in a local traffic safety program that uses radio frequency identification technology in order to aid law enforcement efforts; promote environmental initiatives, including congestion mitigation; and enhance revenue collections of unpaid fines and penalties.</td>
<td>As Introduced</td>
<td>Senate Transportation and Housing Committee</td>
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<td>SB 791 (Steinberg)</td>
<td>Deletes provisions in current law that require the California Transportation Commission (CTC), in its annual report to the Legislature, to provide a summary and discussion of loans made from transportation accounts to the General Fund.</td>
<td>As Introduced</td>
<td>Assembly Floor</td>
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<td>SB 800 (Hancock)</td>
<td>Creates the Voluntary Greenhouse Gas Emission Offset Program Fund. Requires revenues received by the state on a voluntary basis from the federal government, individuals, businesses, organizations, industry, or other sources for the mitigation of climate change impacts related to greenhouse gas emissions to be deposited into the fund. Upon appropriation by the Legislature, allows the money in the fund to be expended by the Natural Resources Agency through a competitive grant process for all of the following purposes: (1) projects that reduce greenhouse gas emissions pursuant to protocols approved by the California Air Resources Board (CARB); (2) projects to protect public trust resources and natural systems from unavoidable impacts of climate change; and (3) urban greening projects, including urban forestry projects. Requires all approved projects to involve collaboration with the California Conservation Corps, local conservation corps, non-profit conservancy organizations, urban forestry non-profit organizations, or other non-profit organizations. Requires all projects to have an education and skills development component in order to further education or employment opportunities. Upon appropriation by the Legislature, requires money in the fund to be directed by the Natural Resources Agency to the California Conservation Corps and local conservation corps for the planting and maintenance of trees and plants in accordance with the protocols established by CARB as having mitigating effects on global warming, or other identified projects consistent with protocols adopted by CARB. By January 1, 2013, requires the Natural Resources Agency to do all of the following: (1) adopt guidelines for the distribution of revenues deposited into the Voluntary Greenhouse Gas Emission Offset Program Fund; and (2) develop strategies for the sale of voluntary greenhouse gas emission offsets by the state.</td>
<td>As Introduced</td>
<td>Senate Environmental Quality Committee</td>
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<td>SB 830 (Wright)</td>
<td>Enacts a trade infrastructure tax credit equal to 50 percent of the total capital costs of a qualifying public port infrastructure project. Allows the credit to be claimed from the 2011 taxable year to the 2020 taxable year. Limits a taxpayer from claiming more than 5 percent of the total credit amount in any given taxable year. Provides that the Franchise Tax Board cannot certify a project for the tax credit unless the public port in which the project is located determines that the state will receive revenues resulting from the project’s economic impact that are sufficient to offset the state cost of the tax credit. Prohibits a taxpayer from claiming the tax credit unless the Legislature enacts a statute specifying the total credit amount available for the preceding taxable year.</td>
<td>4/27/11</td>
<td>Senate Governance and Finance Committee</td>
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<td>SB 851 (Anderson)</td>
<td>Declares the intent of the Legislature to enact a bill that would address the need for highway construction.</td>
<td>As Introduced</td>
<td>Senate Rules Committee</td>
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<td><strong>SB 862</strong></td>
<td>Creates the Southern California Goods Movement Authority. Requires the authority to establish a priority list of infrastructure and air quality improvement projects related to the movement of port-related cargo and port operations in Southern California.</td>
<td>4/4/11</td>
<td>Senate Transportation and Housing Committee</td>
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<td>(A. Lowenthal)</td>
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<td>Southern California Goods Movement Authority</td>
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<td><strong>SB 867</strong></td>
<td>Allows the California Transportation Financing Authority to issue Build California Bonds, the proceeds of which would be used for transportation capital improvement projects. Provides that bondholders would be entitled to non-refundable tax credits against their personal income tax or corporate tax liability. Provides for the authority to enter into financing agreements with participating local transportation authorities for the purpose of financing or refinancing transportation projects. Limits the principal amount of bonds to be issued by the authority to $5 billion over a five-year period commencing January 1, 2012.</td>
<td>As Introduced</td>
<td>Senate Transportation and Housing Committee</td>
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<td>(Padilla) Build California Bonds</td>
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<td><strong>SB 878</strong></td>
<td>By January 31, 2013, requires the Bay Area’s Joint Policy Committee to prepare and submit a report to the Legislature that addresses all of the following: (1) methods and strategies for developing and promulgating a multi-agency set of policies and guidelines governing the Bay Area’s sustainable communities strategy; (b) methods and strategies for improving the efficiency and effectiveness of policy-setting and managerial coordination among the regional agencies constituting the Joint Policy Committee; (3) methods and strategies for ensuring that the public in the nine counties of the region has an opportunity to comment on the proposed policies and standards that will be promulgated by the Joint Policy Committee for implementing the Bay Area’s sustainable communities strategy; and (4) recommendations on organizational reform to effectuate the above requirements. By January 31, 2013, requires the Joint Policy Committee to prepare and submit a work plan for a nine-county Bay Area economic development strategy to the Legislature that addresses all of the following: (1) coordination of the regional sustainable communities strategy with local goals for recruiting and retaining manufacturing, production facilities, business services, and other business enterprises that provide high quality jobs; (2) regional strategies to ensure the coordination of infrastructure investments for planned employment centers; (3) strategies for ensuring a common regulatory system for the deployment and permitting of energy conservation facilities and improvements; and (4) regional strategies for adaptation to climate change.</td>
<td>6/9/11</td>
<td>Senate Transportation and Housing Committee</td>
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| **SB 907** (Evans)  
Master Plan for Infrastructure Financing and Development Commission | Creates the Master Plan for Infrastructure Financing and Development Commission. Specifies that the mission of the commission is to develop and recommend a plan and process to identify, finance, build, and maintain the infrastructure necessary to meet the needs of Californians from the present to the year 2050. At a minimum, requires the plan to include: (a) the type, distribution and priority for developing infrastructure projects, and a measurable process to implement the plan; and (b) a process to periodically adjust the type, distribution and priority of infrastructure projects in the coming years to meet changing circumstances. States the intent of the Legislature that the commission provide a long-term plan and strategy to meet California’s infrastructure needs, and a prioritized plan that meets those needs by doing all of the following: (1) project population, social and economic trends through 2050; (2) utilize the projections to identify the type and distribution of the infrastructure that is needed to meet California’s social, economic and resource needs through 2050; (3) assess the state’s capital needs for infrastructure projects through 2050, including opportunities to access private capital to augment or complement public financing; (4) assess the availability of private and public funds, including the status and fiscal value of dedicating future revenues to specific construction and maintenance, to support jointly sponsored projects throughout the period from the present to 2050; and (5) recommend a financing plan for the state’s capital needs through 2050, with a priority plan for each five-year interval, including evaluation and recommendations of various financing methods that are feasible and may be of benefit to the state and local governments, as well as to private entities partnering with the state to implement the strategy. Requires the commission to submit its final report to the Governor and the Legislature by December 1, 2013. Requires the commission to be dissolved within 30 days after the issuance of its final report. Provides that the provisions of the bill would become operative only if the funds required to support the commission are appropriated by the Legislature from the California Debt and Investment Advisory Commission Fund in the annual Budget Act. | 5/3/11       | Assembly Jobs, Economic Development and the Economy Committee                               |              |
| **SB 910** (A. Lowenthal)  
Bicycles: Passing Distances | Requires the driver of a motor vehicle overtaking and passing a bicycle that is proceeding in the same direction on a highway to pass at a safe distance, generally at a minimum clearance of 3 feet or at a speed not exceeding 15 miles per hour faster than the bicycle, without interfering with the safe operation of the overtaken bicycle. | 6/22/11      | Assembly Floor                                                                              |              |
| **SB 931** (Vargas)  
Public Agencies: Labor Relations Consultants | Prohibits public agencies from using public funds to pay outside consultants or legal advisors for the purpose of counseling the public employer about ways to minimize or deter the exercise of collective bargaining rights guaranteed under state law. | 4/25/11      | Assembly Floor                                                                              |              |
### JANUARY
- **1** Statutes signed into law in 2010 take effect.
- **3** Legislature reconvenes.
- **10** Budget must be submitted by the Governor to the Legislature on or before this date.
- **21** Last day to submit bill requests to the Legislative Counsel’s Office.

### FEBRUARY
- **18** Last day for new bills to be introduced.

### MARCH
- No Deadlines.

### APRIL
- **14** Spring Recess begins upon adjournment.
- **25** Legislature reconvenes from Spring Recess.

### MAY
- **6** Last day for policy committees to hear and report fiscal bills introduced in their house of origin.
- **13** Last day for policy committees to hear and report to the floor non-fiscal bills introduced in their house of origin.
- **27** Last day for fiscal committees to hear and report to the floor bills introduced in their house of origin.

### JUNE
- **3** Last day for bills to be passed out of their house of origin.
- **15** Budget must be passed by midnight.

### JULY
- **8** Last day for policy committees to hear and report bills introduced in the other house.
- **15** Summer Recess begins upon adjournment, provided that the budget bill has been enacted.

### AUGUST
- **15** Legislature reconvenes from Summer Recess.
- **26** Last day for fiscal committees to hear and report to the floor bills introduced in the other house.

### SEPTEMBER
- **2** Last day to amend bills on the Assembly and Senate floors.
- **9** Last day for each house to pass bills. Interim Recess begins at the end of this day’s session.

### OCTOBER
- **9** Last day for the Governor to sign or veto bills passed by the Legislature before September 9, and in his possession after September 9.

### JANUARY 2012
- **1** Statutes signed into law in 2011 take effect.
- **4** The 2011-2012 regular legislative session reconvenes.
CALL TO ORDER

The Regular Meeting of the Administration and Finance Committee (A&F) was called to order at 12:10 p.m. by Chairperson Kniss in Room B-104, VTA River Oaks Campus, 3331 North First Street, San Jose, California.

1. ROLL CALL

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<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td>Ash Kalra</td>
<td>Board Member</td>
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<tr>
<td>Liz Kniss</td>
<td>Chairperson</td>
<td>Present</td>
</tr>
<tr>
<td>Chuck Reed</td>
<td>Board Member</td>
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<td>Perry Woodward</td>
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<td>Nancy Pyle</td>
<td>Alternate Board Member</td>
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<td>Pete McHugh</td>
<td>Alternate Board Member</td>
<td>N/A</td>
</tr>
<tr>
<td>George Shirakawa</td>
<td>Alternate Board Member</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Alternates do not serve unless participating as a Member.

A quorum was not present and a Committee of the Whole was declared.

Chairperson Kniss noted staff’s request to remove the following Items from the Agenda: Agenda Item #2. Recess to Closed Session and Agenda Item #3. Closed Session Report.

2. (Removed from the A&F Agenda.)

RECESS TO CLOSED SESSION

Conference with Labor Negotiators

[Government Code Section 54957.6]

VTA Designated Representatives:
Joseph Smith, Chief Financial Officer
Bill Lopez, Chief Administrative Officer
Robert L. Escobar, Human Resources Manager

Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21
3. **(Removed from the A&F Agenda.)**

**CLOSED SESSION REPORT**

Conference with Labor Negotiators  
[Government Code Section 54957.6]

**VTA Designated Representatives:**  
Joseph Smith, Chief Financial Officer  
Bill Lopez, Chief Administrative Officer  
Robert L. Escobar, Human Resources Manager

**Employee Organizations:**  
American Federation of State, County and Municipal Employees (AFSCME), Local 101  
Service Employees International Union (SEIU), Local 521  
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

4. **PUBLIC PRESENTATIONS**

There were no Public Presentations.

5. **ORDERS OF THE DAY**

There were no Orders of the Day.

The Agenda was taken out of order.

**REGULAR AGENDA**

12. **Silicon Valley Berryessa Extension Project Labor Agreement**

Carolyn Gonot, Chief SVRT Program Officer, introduced Dennis Ratcliffe, SVRT Deputy Project Manager, provided a brief overview of the presentation entitled, “BART Silicon Valley Berryessa Extension Contract C700 – Line, Track, Stations, and Systems Project Labor Agreement,” highlighting: 1) PLA Background; 2) Recommended PLA; and 3) PLA Benefits.

On order of Chairperson Kniss and there being no objection, the Committee of the Whole deferred the vote until Vice Chairperson Kalra arrived and a quorum was declared.

13. **Substance Abuse Professional Services Contract**

Jacqueline Adams, Senior Human Resource Analyst, provided a staff report.

Upon query from Chairperson Kniss, Ms. Adams responded VTA has a mechanism in place to monitor and track safety sensitive employees for alcohol and illegal drug infractions.

Vice Chairperson Kalra arrived at the meeting and took his seat at 12:25 p.m. and quorum was declared.

Vice Chairperson Kalra expressed support, noting the program provides VTA safety and security as well as offering real opportunities for rehabilitation.
M/S/C (Reed/Kalra) to approve submitting a recommendation to the Board of Directors to authorize the General Manager to execute a contract with Free Life Enterprises for Substance Abuse Professional Services for a three-year term from November 1, 2011 through October 31, 2014, with options for two one-year extensions. The initial contract amount is $250,800; the cost for each one-year extension is $83,600 for a total amount not to exceed $418,000.

14. **2011 Sales Tax Revenue Refunding California Transit Finance Authority (CTFA) Bonds**

Joe Smith, Chief Financial Officer and Staff Liaison, provided a staff report.

Board Member Reed expressed concern regarding VTA’s level of risk in the market. Michael T. Burns, General Manager, responded staff is consciously monitoring and controlling the level of risk and exposure.

M/S/C (Kalra/Reed) to approve submitting a recommendation to the Board of Directors to adopt a resolution authorizing the General Manager or Chief Financial Officer to take all necessary actions, enter into agreements and execute documents for VTA to issue refunding bonds in a par amount not to exceed $60 million via a competitive or negotiated method of sale, the proceeds of which will refund VTA’s Junior Lien Sales Tax Revenue Bonds, 1998 Series A Bonds and Junior Lien Sales Tax Revenue Bonds, 2000 Series A Bonds and to pay the cost of issuance.

**CONSENT AGENDA**

6. **Regular Meeting Minutes of May 19, 2011**

M/S/C (Reed/Kalra) to approve the Regular Meeting Minutes of May 19, 2011.

7. **Monthly Legislative History Matrix**

M/S/C (Reed/Kalra) to review the Monthly Legislative History Matrix.


M/S/C (Reed/Kalra) to receive a Report on Santa Clara Valley Transportation Authority Investments for the Month of June 2011.

9. **Quarterly Purchasing Report for April 1, 2011 through June 30, 2011**

M/S/C (Reed/Kalra) to review the Quarterly Purchasing Report for April 1, 2011 through June 30, 2011.

10. **Fourth Quarter FY 2011 Year End Report of Public Liability/Property Damage Claims Activity Report**

M/S/C (Reed/Kalra) to receive the Fourth Quarter and FY 2011 Year-End Report of Public Liability/Property Damage Claims Activity.

**NOTE:** M/S/C MEANS MOTION SECONDED AND CARRIED AND, UNLESS OTHERWISE INDICATED, THE MOTION PASSED UNANIMOUSLY.

M/S/C (Reed/Kalra) to receive the Fourth Quarter and FY 2011 Year-End Report of Workers’ Compensation Claims and the Transitional Work Program.

**REGULAR AGENDA (continued)**

12. **Silicon Valley Berryessa Extension Project Labor Agreement**

M/S/C (Kalra/Reed) to approve submitting a recommendation to the Board of Directors to adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

**OTHER ITEMS**

15. **Items of Concern and Referral to Administration**

There were no Items of Concern and Referral to Administration.

16. **Committee Work Plan**

On order of Chairperson Kniss and there being no objection, the Committee reviewed the Committee Work Plan.

17. **Committee Staff Report**

There was no Committee Staff Report.

18. **Chairperson’s Report**

There was no Chairperson’s Report.

19. **Determine Consent Agenda for the September 1, 2011 Board of Directors Meeting**

**CONSENT:** Agenda Item #13. Authorize the General Manager to execute a contract with Free Life Enterprises for Substance Abuse Professional Services for a three-year term from November 1, 2011 through October 31, 2014, with options for two one-year extensions. The initial contract amount is $250,800; the cost for each one-year extension is $83,600 for a total amount not to exceed $418,000.

**REGULAR:** Agenda Item #12. Adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project; and
Agenda Item #14. Adopt a resolution authorizing the General Manager or Chief Financial Officer to take all necessary actions, enter into agreements and execute documents for VTA to issue refunding bonds in a par amount not to exceed $60 million via a competitive or negotiated method of sale, the proceeds of which will refund VTA’s Junior Lien Sales Tax Revenue Bonds, 1998 Series A Bonds and Junior Lien Sales Tax Revenue Bonds, 2000 Series A Bonds and to pay the cost of issuance.

20. **Announcements**

   There were no Announcements.

21. **ADJOURNMENT**

   **On order of Chairperson Kniss** and there being no objection, the Committee meeting was adjourned at 12:45 p.m.

   Respectfully submitted,

   Michelle M. Garza, Board Assistant
   VTA Office of the Board Secretary
CONGESTION MANAGEMENT PROGRAM & PLANNING COMMITTEE

Friday, August 19, 2011

MINUTES

CALL TO ORDER

The Regular Meeting of the Congestion Management Program & Planning Committee (CMPP) was called to order at 12:04 p.m. by Chairperson Page in VTA Conference Room B-104, 3331 North First Street, San Jose, California.

1. ROLL CALL

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<th>Attendee Name</th>
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<tbody>
<tr>
<td>Rose Herrera</td>
<td>Member</td>
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<tr>
<td>Chris Moylan</td>
<td>Vice Chairperson</td>
<td>Present</td>
</tr>
<tr>
<td>Chuck Page</td>
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<td>Present</td>
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<tr>
<td>Ken Yeager</td>
<td>Member</td>
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<tr>
<td>Marshall Anstandig</td>
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<td>Nancy Pyle</td>
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<td>Jamie Matthews</td>
<td>Alternate Member</td>
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</tr>
<tr>
<td>George Shirakawa</td>
<td>Alternate Member</td>
<td>Absent</td>
</tr>
</tbody>
</table>

* Alternates do not serve unless participating as a Member.

A quorum was not present and a Committee of the Whole was declared.

Staff noted that Agenda Items #2. Recess to Closed Session and #3. Closed Session Report were removed from the Agenda.

2. (Removed from the Agenda.)

RECESS TO CLOSED SESSION

Conference with Labor Negotiators
[Government Code Section 54957.6]

VTA Designated Representatives:
Joseph Smith, Chief Financial Officer
Bill Lopez, Chief Administrative Officer
Robert L. Escobar, Human Resources Manager

Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21
3. (Removed from the Agenda.)

CLOSED SESSION REPORT

Conference with Labor Negotiators
[Government Code Section 54957.6]

VTA Designated Representatives:
Joseph Smith, Chief Financial Officer
Bill Lopez, Chief Administrative Officer
Robert L. Escobar, Human Resources Manager

Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

4. PUBLIC PRESENTATIONS

There were no Public Presentations.

5. ORDERS OF THE DAY

There were no Orders of the Day.

The Agenda was taken out of order.

REGULAR AGENDA

13. OneBay Area Grant Proposal

Marcella Rensi, Transportation Planning Manager, and John Ristow, Chief CMA Officer and Staff Liaison, provided the staff report.

Member Herrera took her seat at 12:17 p.m. and a quorum was declared.

Staff referenced the Advisory Committees’ comments at their August 2011 meetings and noted a letter containing VTA and local jurisdictions’ comments would be submitted to the Metropolitan Transportation Commission (MTC) regarding their proposal.

Vice Chairperson Moylan provided the following comments: 1) expressed the City of Sunnyvale’s opposition to the following MTC proposed requirement: “A minimum of 70 percent of the funds in each county must be programmed in Planned Development Areas (PDAs),” and noted that this takes away local control; and 2) expressed support for MTC’s proposal to adopt parking/pricing policies.

Chairperson Page provided the following comments: 1) City of Saratoga placed a moratorium on its parking requirements in its Village area, which spurred development in its downtown area; and 2) expressed concern regarding MTC’s proposal to adopt complete streets policies in general plans and questioned who determines if it is complete.
On order of Chairperson Page and there being no objection, the Committee discussed Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

CONSENT AGENDA

6. Minutes of May 20, 2011

M/S/C (Herrera/Moylan) to approve the Regular Meeting Minutes of May 20, 2011.

7. Programmed Project Monitoring – Quarterly Report

M/S/C (Herrera/Moylan) to approve submitting a recommendation to the Board of Directors to receive the Programmed Projects Quarterly Monitoring Report for April - June 2011.


M/S/C (Herrera/Moylan) to approve submitting a recommendation to the Board of Directors to receive the Proactive CMP Quarterly Report for April through June 2011.

9. VTP Highway Program Semi-Annual Report

M/S/C (Herrera/Moylan) to approve submitting a recommendation to the Board of Directors to receive the VTP Highway Program Semi-Annual Report.

   Member Herrera left her seat at 12:39 p.m., the quorum was lost, and a Committee of the Whole was declared.

REGULAR AGENDA (continued)

10. Silicon Valley Berryessa Extension Project Labor Agreement

Dennis Ratcliffe, SVRT Deputy Project Manager, provided an overview of the presentation entitled, “BART Silicon Valley Berryessa Extension, Contract C700 - Line, Track, Stations, and Systems Project Labor Agreement (PLA),” highlighting: 1) Recommended Board Action; 2) PLA Background; 3) Recommended PLA; and 4) PLA Benefits.

Vice Chairperson Moylan commented that staff should rigorously look at future projects where design-build contracting can be done as well as labor agreements.

Upon query of Chairperson Page, staff reported on the procedures conducted if a union was in violation of the PLA. Neil Struthers, Chief Executive Officer, Santa Clara & San Benito Counties Building & Construction Trades Council, indicated that approximately $6 billion of construction projects have been completed in the County of Santa Clara in the last five (5) years with a PLA in place and noted there have not been any labor disruptions.

   Member Herrera took her seat at 12:52 p.m. and a quorum was declared.
M/S/C (Herrera/Moylan) to approve submitting a recommendation to the Board of Directors to adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

11. **Supporting the Development of a Regional Network of Express Lanes**

Casey Emoto, Deputy Director, Project Development, and Mr. Ristow provided the staff report.

M/S/C (Herrera/Moylan) to approve submitting a recommendation to the Board of Directors to adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superseded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors.

12. **Project Readiness Initiative**

Ms. Rensi provided the staff report, noting that “Attachment A: Project Readiness Initiative, Spending by Member Agency,” would be updated to reflect the City of Morgan Hill’s interest in participating in the Project Readiness Initiative (PRI) Program.

M/S/C (Moylan/Herrera) to approve submitting a recommendation to the Board of Directors to approve extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

14. **I-680 Express Lanes Update**

Murali Ramanujam, Senior Transportation Engineer, provided the staff report.

Vice Chairperson Moylan expressed concern regarding the amount of monies being paid for enforcement and questioned the potential technology that could be used to improve enforcement.

On order of Chairperson Page and there being no objection, the Committee received an update on I-680 Express Lane project.

15. **Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategies Updates**

Ying Smith, Transportation Planning Manager, provided the staff report.

Member Herrera referenced the OneBay Area Grant Proposal and expressed the importance of using transportation dollars for transportation projects.
On order of Chairperson Page and there being no objection, the Committee received an update on the Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities.

OTHER ITEMS

16. **Items of Concern and Referral to Administration**

Chairperson Page inquired about the congestion at I-280/SR-85, north of Homestead Road and stated that since this area affects multiple cities, the Board of Directors should think regionally when prioritizing this project.

17. **Committee Work Plan**

On order of Chairperson Page and there being no objection, the Committee reviewed the Work Plan.

18. **Committee Staff Report**

Mr. Ristow provided a written report to the Committee containing information on local events, MTC, State and Federal activities, and VTA Congestion Management Agency, highlighting the projects that received funding allocations from the California Transportation Commission (CTC).

Member Herrera questioned the status of the U.S. 101/Capitol Expressway/Yerba Buena Interchange Project.

On order of Chairperson Page and there being no objection, the Committee received the Committee Staff Report.

19. **Chairperson’s Report**

There was no Chairperson’s Report.

20. **Determine Consent Agenda for the September 1, 2011 Board of Directors Meeting**

CONSENT:

**Agenda Item #7.** Receive the Programmed Projects Quarterly Monitoring Report for April - June 2011.

**Agenda Item #8.** Receive the Proactive CMP Quarterly Report for April through June 2011.

**Agenda Item #9.** Receive the VTP Highway Program Semi-Annual Report.

**Agenda Item #11.** Adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superseded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent
with the Valley Transportation Plan approved by the VTA Board of Directors.

**Agenda Item #12.** Approve extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

**Agenda Item #14.** Receive update on I-680 Express Lane project.

**Agenda Item #15.** Receive an update on the Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities.

**REGULAR:**

**Agenda Item #10.** Adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design-Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

**Agenda Item #13.** Discuss Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

21. **ANNOUNCEMENTS**

There were no Announcements.

22. **ADJOURNMENT**

On order of Chairperson Page and there being no objection, the meeting was adjourned at 1:34 pm.

Respectfully submitted,

Tracene Y. Crenshaw, Board Assistant
VTA Office of the Board Secretary
CALL TO ORDER

The Regular Meeting of the Transit Planning and Operations (TP&O) Committee was called to order at 4:14 p.m. by Chairperson Larsen in Conference Room B-104, Valley Transportation Authority (VTA), 3331 North First Street, San Jose, California.

1. ROLL CALL

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<td>Margaret Abe-Koga</td>
<td>Member</td>
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<tr>
<td>Xavier Campos</td>
<td>Vice Chairperson</td>
<td>Present</td>
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<tr>
<td>Rich Larsen</td>
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<td>Sam Liccardo</td>
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<td>Nancy Pyle</td>
<td>Alternate Member</td>
<td>N/A</td>
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</tbody>
</table>

*Alternates do not serve unless participating as a Member.

A quorum was not present and a Committee of the Whole was declared.

2. (Removed from the TPO Agenda.)

RECESSED TO CLOSED SESSION

There was no Closed Session.

[Government Code Section 54957.6]

VTA Designated Representatives:
Joseph Smith, Chief Financial Officer
Bill Lopez, Chief Administrative Officer
Robert L. Escobar, Human Resources Manager

Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21
3. **(Removed from the TPO Agenda.)**

**CLOSED SESSION REPORT**

There was no Closed Session Report.

[Government Code Section 54957.6]

VTA Designated Representatives:
Joseph Smith, Chief Financial Officer
Bill Lopez, Chief Administrative Officer
Robert L. Escobar, Human Resources Manager

Employee Organizations:
American Federation of State, County and Municipal Employees (AFSCME), Local 101
Service Employees International Union (SEIU), Local 521
Transportation Authority Engineers and Architects Association (TAEA), IFPTE, Local 21

4. **PUBLIC PRESENTATIONS**

There were no Public Presentations.

5. **ORDERS OF THE DAY**

There were no Orders of the Day

**CONSENT AGENDA**

6. **Deferred to the September 15, 2011 Meeting**

Regular Meeting Minutes of May 19, 2011

7. **Laser Intrusion Detection System**

On order of Chairperson Larsen and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to authorize the General Manager to execute a contract with Amland Corporation, the lowest responsive and responsible bidder, in the amount of $447,700 for the procurement and installation of a Laser Intrusion Detection System at the Hamilton Elevated Guideway.

**REGULAR AGENDA**

8. **Committee for Transit Accessibility Activities**

There was no Committee for Transit Accessibility report.
9. **Capitol Expressway Light Rail Pedestrian Improvements**

Mark Robinson, Chief Engineering and Construction Officer provided a brief overview of the report.

Chairperson Larsen requested staff compile a list of contractors and the amount of work they have accumulated with VTA, and provide it to the Committee.

**On order of Chairperson Larsen** and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to authorize the General Manager to amend the Capitol Expressway Light Rail Pedestrian Improvements construction contract with Gordon N. Ball Inc. to include the lighting improvements in the amount of $2,250,000, for a new contract amount of $9,916,860.

10. **SVRT SVBX Project Labor Agreement (PLA)**

Carolyn Gonot, SVRT Officer, provided background information on the Project Labor Agreement negotiations and introduced Neil Struthers, Chief Executive Officer, Santa Clara & San Benito Counties Building and Construction Trades Council. Dennis Ratcliffe, Deputy Director, SVRT provided an overview of the staff report and a presentation entitled, “Contract C700 – Line, Track, Stations, and Systems Project Labor Agreement”.

Member Campos expressed his support for the contract and commented on the success of the PLA for the San Jose Airport, which was completed on time and under budget.

**On order of Chairperson Larsen** and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.

11. **SVBX Master Agreement with the City of Milpitas**

Ms. Gonot provided a brief overview of the staff report.

**On order of Chairperson Larsen** and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to authorize the General Manager to execute an amendment to the existing Master Agreement with the City of Milpitas regarding infrastructure improvement work to be performed by VTA on a cooperative basis with the City of Milpitas as part of the BART Silicon Valley project and cost reimbursement to the City of Milpitas in support of the BART Silicon Valley Project.
12. **Trade Zone Boulevard Utility Cooperative Agreement with the City of San Jose**

Ms. Gonot provided an overview of the staff report.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to authorize the General Manager to enter into a cooperative agreement with the City of San José regarding utility relocations within Trade Zone Boulevard in support of the BART Silicon Valley Project.

13. **Kato Road Grade Separation – Construction Contract**

Mr. Robinson provided an overview of the staff report. He noted staff recommends Gordon N. Ball for the contract award, but a protest was received from the Shimmick Construction Company. Mr. Robinson stated the bid is currently under review but is expected to be resolved before the September 1, 2011 Board meeting. He announced the receipt of a $10 million grant allocation which will provide the remaining funds to complete the project.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole approved submitting a recommendation to the Board of Directors to authorize the General Manager to execute a contract with Gordon N. Ball, the lowest responsive and responsible bidder, in the amount of $22,145,770 for the construction of the Kato Road Grade Separation.

14. **Eco Pass Program Evaluation**

Kevin Connolly, Transportation Planning Manager, provided an overview of the staff report.

Chairperson Larsen endorsed the study noting the importance of outreach and feedback.

Member Campos suggested staff get feedback of constituents, especially college students.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received the Eco Pass Program Evaluation report.

15. **Real Estate Updates**

Bijal Patel, Deputy Director, Property Development and Management, provided a brief overview of the reports.

A. **Capitol Expressway Light Rail Project Phase I – Resolutions of Necessity**

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received a report on the Capitol Expressway Light Rail Project Resolutions of Necessity (RON).
B. Silicon Valley Berryessa Extension – RON

Chairperson Larsen commented on the amount of information going out for the RON items and questioned if the information can be provided electronically. He requested staff send him the electronic link to the Board packets.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received a report on the Silicon Valley Berryessa Extension Resolutions of Necessity.

16. Quarterly Marketing Report

Greta Helm, Chief External Affairs Officer, provided a brief overview of the staff report and noted several marketing efforts, promotions, and sponsorships that are being developed.

Member Larsen requested a list of locations that will be highlighted in the “VTA Takes You to” marketing campaign.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received the Quarterly Marketing Report.

OTHER ITEMS

17. July 2011 Monthly Ridership and Fare Revenue Performance

Joonie Tolosa, provided the July 2011 Monthly Ridership and Fare Revenue performance highlighting increases in bus and light rail ridership, boardings per hour, and Clipper Card use.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received the July 2011 Monthly Ridership and Fare Revenue Performance Report.

18. Items of Concern and Referral to Administration

Chairperson Larsen requested additional information and clarification on the Santa Clara Valley Habitat Conservation Plan.

19. Committee Work Plan

On order of Chairperson Larsen and there being no objection, the Committee of the Whole reviewed the Committee Work Plan.

20. Committee Staff Report

Mr. Smith provided a written handout to the Committee and highlighted several events including, Protective Services activities, Caltrain and BART mutual aid, and staff speaking engagements.
On order of Chairperson Larsen and there being no objection, the Committee of the Whole reviewed the Committee Staff Report.

21. Chairperson’s Report

Chairperson Larsen reported the North County cities are meeting to determine how to adjust to the reduced number of seats on the Board.

Chairperson Larsen noted programs recommended by the Revenue Enhancement Committee (REC) are underway and status updates will be provided to the Committee.

On order of Chairperson Larsen and there being no objection, the Committee of the Whole received

22. Determine Consent Agenda for the June 2, 2011 Board of Directors Meeting

CONSENT:
Agenda Item #7., Authorize the General Manager to execute a contract with Amland Corporation, the lowest responsive and responsible bidder, in the amount of $447,700 for the procurement and installation of a Laser Intrusion Detection System at the Hamilton Elevated Guideway.

Agenda Item #9., Authorize the General Manager to amend the Capitol Expressway Light Rail Pedestrian Improvements construction contract with Gordon N. Ball Inc. to include the lighting improvements in the amount of $2,250,000, for a new contract amount of $9,916,860.

Agenda Item #11., Authorize the General Manager to execute an amendment to the existing Master Agreement with the City of Milpitas regarding infrastructure improvement work to be performed by VTA on a cooperative basis with the City of Milpitas as part of the BART Silicon Valley project and cost reimbursement to the City of Milpitas in support of the BART Silicon Valley Project.

Agenda Item #12., Authorize the General Manager to enter into a cooperative agreement with the City of San José regarding utility relocations within Trade Zone Boulevard in support of the BART Silicon Valley Project.

REGULAR:
Agenda Item #10., Adopt a resolution of findings that use of a Project Labor Agreement for the Line, Track, Stations and Systems Design Build contract (VTA contract C700) of the Silicon Valley Berryessa Extension Project will ensure the availability and stability of labor resources throughout the duration of the project; and authorize the General Manager to enter into a Project Labor Agreement with the Santa Clara & San Benito Counties Building & Construction Trades Council for the Line, Track, Stations and Systems Design-Build contract of the Silicon Valley Berryessa Extension Project.
**Agenda Item #13.** Authorize the General Manager to execute a contract with Gordon N. Ball, the lowest responsive and responsible bidder, in the amount of $22,145,770 for the construction of the Kato Road Grade Separation.

21. **ANNOUNCEMENTS**

There were no Announcements.

22. **ADJOURNMENT**

On order of Chairperson Larsen and there being no objection, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Menominee McCarter, Board Assistant
Office of the Board Secretary
CALL TO ORDER

The Regular Meeting of the Citizens Advisory Committee (CAC) was called to order at 4:35 p.m. by Chairperson Powers, in Conference Room B-104, VTA River Oaks Campus, 3331 North First Street, San Jose, California.

1. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeremy Barousse</td>
<td>Member</td>
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<tr>
<td>Stephen Blaylock</td>
<td>Member</td>
<td>Absent</td>
</tr>
<tr>
<td>Clinton Brownley</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Bena Chang</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Chris Elias</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>William Hadaya</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Ray Hashimoto</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Roberta Hughan</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Robert Jacobvitz</td>
<td>Vice Chairperson</td>
<td>Present</td>
</tr>
<tr>
<td>Aaron Morrow</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Charlotte Powers</td>
<td>Chairperson</td>
<td>Present</td>
</tr>
<tr>
<td>Sally Probst</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Connie Rogers</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Martin Schulter</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Noel Tebo</td>
<td>Member</td>
<td>Present</td>
</tr>
<tr>
<td>Herman Wadler</td>
<td>Member</td>
<td>Absent</td>
</tr>
</tbody>
</table>

A quorum was present.

2. ORDERS OF THE DAY

There were no Orders of the Day.

3. PUBLIC PRESENTATIONS

There were no Public Presentations.
4. **Committee Staff Report**

Greta Helm, Chief External Affairs Officer and Staff Liaison, reported: 1) On July 15, 2011, VTA launched free 4G WiFi Internet connectivity on all VTA light rail vehicles; 2) VTA is replacing its existing fareboxes with new fareboxes that have smartcard capability; 3) VTA’s participation in National Night Out events to educate the public about the safe VTA experience; 4) Marketing initiatives in the coming months to build ridership; 5) For the month of June, system-wide-average-weekday ridership increased by 7.1%; 6) So Cool Pass – a 3-month pass VTA is offering for the price of 2 months; 7) VTA is in partnership with San Jose Jazz Festival, encouraging festival attendees to take VTA; 8) Metropolitan Transportation Commission Governance Bill – Bay Area Regionalism Hearing on September 13th at 10:00 a.m. Ms. Helm will provide details to the Committee as they become available; and 9) Staff is working with the CAC/CWC Chair to prepare a video regarding the Measure A Program and audit results.

5. **Chairperson’s Report**

Chairperson Powers reported on: 1) roadblocks for the bill to add San Jose and Oakland to the MTC Board; and 2) the July CAC/CWC Clipper Card/BART tour.

Member Schulter took his seat at 4:48 p.m.

Chairperson Powers reported that Member Liedstrand had resigned his position on the CAC/CWC.

**BUSINESS REFERRED TO COMMITTEE BY THE BOARD OF DIRECTORS/GENERAL MANAGER**

**COMBINED CAC AND 2000 MEASURE A CITIZENS WATCHDOG COMMITTEE CONSENT AGENDAS**

6. **Regular Meeting Minutes of June 8, 2011**

M/S/C (Chang/Hashimoto) to approve the Regular Meeting Minutes of June 8, 2011.

7. **Monthly Legislative History Matrix**

M/S/C (Chang/Hashimoto) to review the Monthly Legislative History Matrix.

8. **VTP Highway Program Semi-Annual Report**

M/S/C (Chang/Hashimoto) to receive the VTP Highway Program Semi-Annual Report.

**NOTE:** M/S/C MEANS MOTION SECONDED AND CARRIED AND, UNLESS OTHERWISE INDICATED, THE MOTION PASSED UNANIMOUSLY.
2000 MEASURE A CITIZENS WATCHDOG COMMITTEE REGULAR AGENDA

There were no items for the 2000 Measure A Citizens Watchdog Committee Regular Agenda.

CITIZENS ADVISORY COMMITTEE REGULAR AGENDA

9. **I-680 Express Lane Project**

Murali Ramanujam, Transportation Engineering Manager, provided the staff report.

*On order of Chairperson Powers* and there being no objection, the Committee received an update on the I-680 Express Lane project.

10. **Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities**

John Sighamony, Senior Transportation Planner, provided the staff report.

*On order of Chairperson Powers* and there being no objection, the Committee received a verbal update on the Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities.

11. **Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles**

Amin Surani, Principal Transportation Planner, provided the staff report.

Members of the Committee noted their support of VTA’s regional approach of comingling transportation and housing.

Members of the Committee noted their support of the Metropolitan Transportation Commission’s proposal to program transit-oriented development funds to support low-income housing within the transit-oriented development area and expressed their desire that this message be conveyed to the Board. Member Chang expressed her opinion that funding for transportation should not be used for housing.

Staff acknowledged the importance of low-income housing, but noted, with diminishing federal and state transportation funds, monies earmarked for transportation should be used strictly for transportation. Staff noted the Committee’s comments would be conveyed to the Board during the Standing Committee Meetings.

Member Chang noted the Silicon Valley Leadership Group is working hard to find and/or increase funding for affordable housing.

Members of the Committee noted they did not want affordable housing to be overlooked.
On order of Chairperson Powers and there being no objection, the Committee discussed the Metropolitan Transportation Commission’s “One Bay Area” Grant proposal in the context of the VTA Board’s adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

Member Hadaya left the meeting at 6:30 p.m.

12. Proactive CMP Quarterly Report for April through June 2011

Robert Swierk, Senior Transportation Planner, provided the staff report.

On order of Chairperson Powers and there being no objection, the Committee received the Proactive CMP Quarterly Report for April through June 2011.

COMBINED CAC AND CITIZENS WATCHDOG COMMITTEE ITEMS

13. Citizens Advisory Committee and Citizens Watchdog Committee Work Plans

On order of Chairperson Powers and there being no objection, the Committee reviewed the Citizens Advisory Committee and Citizens Watchdog Committee Work Plans.

OTHER

12. ANNOUNCEMENTS

There were no Announcements.

13. ADJOURNMENT

On order of Chairperson Powers and there being no objection, the meeting was adjourned at 6:48 p.m.

Respectfully submitted,

Susan E. Garcia, Board Assistant
VTA Office of the Board Secretary
BICYCLE & PEDESTRIAN ADVISORY COMMITTEE

Wednesday, August 10, 2011

MINUTES

CALL TO ORDER

The Regular Meeting of the Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee (BPAC) was called to order at 6:05 p.m. by Chairperson Meyers in the Conference Room B104, VTA, 3331 North First Street, San Jose, California.

1. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>Lisa Aragon</td>
<td>City of Morgan Hill</td>
<td>Absent</td>
</tr>
<tr>
<td>Jim Bell</td>
<td>City of San Jose</td>
<td>Present</td>
</tr>
<tr>
<td>Ray Cosyn</td>
<td>City of Saratoga</td>
<td>Present</td>
</tr>
<tr>
<td>Aaron Faupell</td>
<td>City of Milpitas</td>
<td>Present</td>
</tr>
<tr>
<td>Paul Goldstein, Vice Chairperson</td>
<td>Ex-Officio, SVBC</td>
<td>Present</td>
</tr>
<tr>
<td>Carl Hagenmaier</td>
<td>City of Los Altos</td>
<td>Absent</td>
</tr>
<tr>
<td>Melanie Hanssen</td>
<td>Town of Los Gatos</td>
<td>Present</td>
</tr>
<tr>
<td>Breeene Kerr</td>
<td>Town of Los Altos Hills</td>
<td>Present</td>
</tr>
<tr>
<td>Steven Levin</td>
<td>County of Santa Clara</td>
<td>Absent</td>
</tr>
<tr>
<td>Jerri-Ann Meyer, Chairperson</td>
<td>City of Mountain View</td>
<td>Present</td>
</tr>
<tr>
<td>Thomas Muniz</td>
<td>City of Gilroy</td>
<td>Present</td>
</tr>
<tr>
<td>Richard Ruh</td>
<td>City of Monte Sereno</td>
<td>Absent</td>
</tr>
<tr>
<td>David Simons</td>
<td>City of Sunnyvale</td>
<td>Present</td>
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<tr>
<td>John Sullivan</td>
<td>City of Santa Clara</td>
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</tr>
<tr>
<td>Richard Swent</td>
<td>City of Palo Alto</td>
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</tr>
<tr>
<td>Herman Wadler</td>
<td>City of Campbell</td>
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</tr>
<tr>
<td>James Wiant</td>
<td>City of Cupertino</td>
<td>Present</td>
</tr>
<tr>
<td>Corinne Winter</td>
<td>Alt Ex-Officio, SVBC</td>
<td>Absent</td>
</tr>
</tbody>
</table>

A quorum was not present and a Committee of the Whole was declared.

2. ORDERS OF THE DAY

Chairperson Meyer noted the request from staff to defer Agenda Item #10. One Bay Area Grant Program until the speaker arrived at the meeting.

On order of Chairperson Meyers and there being no objection, the Committee accepted the Orders of the Day.

3. PUBLIC PRESENTATIONS:

There were no Public Presentations.
4. **Committee Staff Report**

Michelle DeRobertis, Senior Transportation Planner, provided a brief report, highlighting: 1) Los Gatos State Route (SR) 9 Trail Connector; 2) VTA submitted a grant application to the Safe Routes to Transit for the Caltrain Tunnel Extension at Santa Clara Caltrain Station; 3) California Highway Design Manual (HDM) Complete Streets revision updates; 4) Bike Technical Guidelines (BTG) updates are posted on VTA’s website; and 5) VTA’s Board approved the Bike Share Interagency Agreement at its June 2, 2011 Board Meeting. A Request for Proposal (RFP) will be submitted to Caltrans in September with a target launch date in spring of 2012, noting Caltrain will work collaboratively with the three cities to identify locations for the Bike Share Bike Stations.

- **Capital Program Update**

  There was no Capital Program Update.

**On order of Chairperson Meyers** and there being no objection, the Committee received the Committee Staff Reports.

5. **Chairperson’s Report**

Chairperson Meyers circulated a map of the Yuba Trail and commented on recent bicycle and pedestrian infrastructure improvements in San Antonio, Texas.

Member Kerr arrived at the meeting and took his seat at 6:15 p.m.

6. **BPAC Subcommittee Reports**

Chairperson Meyers referenced the Bylaws Subcommittee, noting staff will provide an update at the September 7, 2011 BPAC meeting.

Members of the Bylaws Subcommittee noted the importance to meet to discuss the draft document before the next BPAC meeting.

Member Hanssen arrived at the meeting and took her seat at 6:18 p.m. and a quorum was established.

Member Hanssen commented on the Los Gatos State Route 9 Trail Connector, a BEP project, consists of constructing a pathway from Highway 9 to the Los Gatos Creek Trail. The project map will be distributed to the Committee Members via e-mail.

**On order of Chairperson Meyers** and there being no objection, the Committee received the BPAC Subcommittee Reports.

**CONSENT AGENDA**

7. **Regular Meeting Minutes of May 11, 2011**

M/S/C (Swent/Bell) to approve the Regular Meeting Minutes of May 11, 2011.

8. **Proactive CMP Quarterly Report for April through June 2011**

M/S/C (Swent/Bell) to receive the Proactive CMP Quarterly Report for April through June 2011.

**NOTE:** M/S/C MEANS MOTION SECONDED AND CARRIED AND, UNLESS OTHERWISE INDICATED, THE MOTION PASSED UNANIMOUSLY.
9. **Programmed Projects Quarterly Monitoring Report for April through June 2011**

M/S/C (Swent/Bell) to receive the Programmed Projects Quarterly Monitoring Report for April through June 2011.

*The Agenda was taken out of order.*

**REGULAR AGENDA**

11. **El Camino Bus Rapid Transit (BRT) Project**

Adam Burger, Transportation Planner, provided a brief overview of the presentation entitled, “Bus Rapid Transit (BRT),” highlighting: 1) definition and special features of BRT; 2) VTA’s recommended corridors for BRT; 3) El Camino Real Corridor; 4) BRT bicycle storage; and 5) Project schedule and website.

Mr. Burger discussed the El Camino Real BRT Project, its goals, potential configurations, ridership projections, and project schedule. Mr. Burger noted that staff is working to identify options to increase bicycle storage on the vehicles. Mr. Burger added additional information on the project is available on VTA’s website at the following address: [www.valleyrapid.org](http://www.valleyrapid.org).

Members of the Committee noted it is important to identify other options for bicycle racks inside of the vehicles and to maintain seating space, such as using fold down seats.

Ying Smith, Transportation Planner Manager and Staff Liaison, stated staff is currently working to identify other options to address bicycle accommodations, noting that the project will be placed on a future agenda for Committee input and comments.

Chairperson Meyer requested that staff provide an update on the bicycle accommodations for the project in the next two months. She encouraged Committee Members to work with their City Council to submit input and comments on the El Camino Real BRT Project.

*On order of Chairperson Meyers* and there being no objection, the Committee received the report on the El Camino Bus Rapid Transit (BRT) Project.

Member Muniz arrived at the meeting and took his seat at 7:00 p.m.

10. **OneBayArea Grant Proposal**

Amin Surani, Principal Transportation Planner, provided the staff report.

Members of the Committee requested the following: 1) insert page numbers on all multi-page attachments and presentations; 2) provide the Committee a copy of VTA’s staff and County of Santa Clara’s staff comments regarding the areas of concern in the proposed OneBayArea Grant Program.

Members of the Committee expressed concern, requested staff to ask MTC for clarification on the Bike and Pedestrian Plan and the Complete Street Policies since it has potential to adversely impact many transportation projects for the County of Santa Clara.

Dan Collen, County Roads and Airports Department, stated that the overall division of grant funding appears to be attractive and allocates additional funding to the County of Santa Clara; however, many cities will be unable to access the project grant funding based on the restrictions and requirement limitations.
Members of the Committee expressed concern that the proposed program criteria will make cities ineligible to apply for project grant funding.

On order of Chairperson Meyers and there being no objection, the Committee received the report on the One Bay Area Grant Proposal.

SANTA CLARA COUNTY BPAC AGENDA

12.  County Staff Report

Mr. Collen provided a brief staff report, highlighting: 1) contract awarded for the Almaden Project; 2) Extension of the Special Events Ordinance by the Santa Clara County Board of Supervisors; and 3) State Transportation Account Grant Program where the grant funding will be utilized to install the Bicycle Signal Detection and Bike Protection Programs.

On order of Chairperson Meyers and there being no objection, the Committee received the County Staff Report.

13.  Popular Bike Rides on Country Roads Follow-Up

Dawn Cameron, County Roads and Airports Department Consulting Transportation Planner, provided a brief staff report, highlighting: 1) County initiated a study to identify the rural and mountain roads popular with bicyclists to develop a list of potential improvements for the roads; 2) The County special workshop meeting held on March 9, 2011 was attended by BPAC members and several interested; 3) more than 40 rural and mountain roads were identified as the most popular County Roads used by bicyclists; and 4) next steps.

Members of the Committee noted the importance of having a BPAC Subcommittee to work collaboratively with the County to coordinate and develop an education campaign. Members Cosyn, Goldstein, Hanssen, and Swent volunteered to serve on the Education Campaign Subcommittee.

Upon query from Members of the Committee, Ms. Cameron responded that County staff will distribute a list with the 27 email comments to the Committee Members via email.

Chairperson Meyer requested the County feedback be incorporated into the Summary of Public Input Report.

Members of the Committee recommended the list include the following items:

- To increase the County roads list to represent all roads in the County;
- Add collision data;
- Follow-up response to the participants who provided input;
- Distribute the follow-up response information to the BPAC Members; and
- Add the County roads list and all relevant information on the County’s website.

Mr. Collen responded that County staff will post the information on the County website.

On order of Chairperson Meyers and there being no objection, the Committee received the report on the Popular Bike Rides on Country Roads Follow-Up.

14.  Special Events Ordinance

Mr. Collen provided a brief staff report, highlighting: 1) The County Board of Supervisors approved extending the Special Events Ordinance to the end of the calendar
year; 2) County Staff will meet with the San Antonio Valley Group on Wednesday, August 24, 2011; and 3) Schedule meeting in late August or early September with the BPAC Special Events Ordinance Subcommittee to renew the discussions.

Chairperson Meyer suggested the BPAC Special Events Ordinance Subcommittee meet before the September 7, 2011 BPAC meeting in order to provide an update on the process to the Committee.

OTHER

15. Citizens Advisory Committee (CAC) and 2000 Measure A Citizens Watchdog Committee (CWC) Report

There was no Citizens Advisory Committee (CAC) and 2000 Measure A Citizens Watchdog Committee (CWC) Report.

16. Local Jurisdiction Project Review Section

Member Simons commented on a proposed recommendation to address a narrow street while maintaining bicycle access on Pastoria Avenue in Sunnyvale.

Member Hanssen commented on a bicycle project currently in design phase to implement additional bicycle lanes in front of an elementary school in Los Gatos and, the North Forty development project located near Los Gatos Boulevard and Lark Avenue in Los Gatos is currently in the community outreach phase.

Member Cosyn commented on the construction of the Village Pedestrian Improvement Project in Saratoga.

Member Bell commented on the status of the Santa Clara to Eastridge BRT Project and expressed concern about the lack of bicycle lanes.

Member Muniz commented on a new land use development project currently under construction near State Route 152 in Gilroy, which may have a negative impact to the road way network. He noted the importance to identify solutions to improve bicycle travel conditions on Monterey Road towards San Martin.

Member Kerr noted concern regarding the toxic environment between the rural drivers and bicyclist, which is inhibiting the construction of several potential projects in the rural communities in Woodside and the Town of Los Altos Hills.

Chairperson Meyer commented on the diligent work from the Mountain View community to encourage the implementation of bicycle and pedestrian improvements to the San Antonio development project.

Chairperson Meyer announced the Mountain View BPAC Special Meeting scheduled for Wednesday, August 31, 2011 at 6:30 p.m. in Mountain View.

Chairperson Meyer commented on the progress of the Stevens Creek Trail Extension project and Permanente Extension project, which are both tentatively scheduled for completion by Bike to Work Day 2012.

On order of Chairperson Meyers and there being no objection, the Committee received the report on the Local Jurisdiction Project Review Section.
17. **BPAC Work Plan**

Chairperson Meyers requested that the Bus Rapid Transit (BRT) bicycle accommodations and options be placed on a future agenda.

**On order of Chairperson Meyers** and there being no objection, the Committee reviewed the BPAC Work plan.

18. **ANNOUNCEMENTS**

Vice Chairperson Goldstein announced the Palo Alto Draft Bicycle Plan, which is available for review and is located at the following website address: [http://www.cityofpaloalto.org/depts/pln/transportation/bicycling/default.asp](http://www.cityofpaloalto.org/depts/pln/transportation/bicycling/default.asp).

Vice Chairperson Goldstein commented on the proposed overcrossing at Highway 101 at Adobe Creek, noting the conceptual plans are available on the City of Palo Alto website.

Member Swent announced the implementation of street bike parking on romana and Hamilton in Palo Alto.

19. **ADJOURNMENT**

On order of Chairperson Meyers and there being no objection, the Committee meeting was adjourned at 9:00 p.m.

Respectfully submitted,

Michelle M. Garza, Board Assistant
VTA Office of the Board Secretary
TECHNICAL ADVISORY COMMITTEE
Thursday, August 11, 2011

MINUTES

CALL TO ORDER

The Regular Meeting of the Technical Advisory Committee (TAC) was called to order at 1:30 p.m. by Vice Chairperson Armendariz in Conference Room B-104, Valley Transportation Authority (VTA), 3331 North First Street, San Jose, California.

1. ROLL CALL

<table>
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<th>Attendee Name</th>
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</thead>
<tbody>
<tr>
<td>Greg Armendariz, Vice Chairperson</td>
<td>City of Milpitas</td>
<td>Present</td>
</tr>
<tr>
<td>Rajeev Batra</td>
<td>City of Santa Clara</td>
<td>Present</td>
</tr>
<tr>
<td>Karl Bjarke</td>
<td>City of Morgan Hill</td>
<td>Present</td>
</tr>
<tr>
<td>Todd Capurso, Chairperson</td>
<td>Town of Los Gatos</td>
<td>Absent</td>
</tr>
<tr>
<td>John Cherbone</td>
<td>City of Saratoga</td>
<td>Present</td>
</tr>
<tr>
<td>Richard Chiu</td>
<td>Town of Los Altos Hills</td>
<td>Present</td>
</tr>
<tr>
<td>Dan Collen, Alternate</td>
<td>County of Santa Clara</td>
<td>Present</td>
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<tr>
<td>Don Dey</td>
<td>City of Gilroy</td>
<td>Present</td>
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<tr>
<td>Linda Forsberg, Alternate</td>
<td>City of Mountain View</td>
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<tr>
<td>Larry Lind</td>
<td>City of Los Altos</td>
<td>Present</td>
</tr>
<tr>
<td>Michelle Quinney</td>
<td>City of Campbell</td>
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<tr>
<td>Jaime Rodriguez</td>
<td>City of Palo Alto</td>
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<tr>
<td>Mo Sharma</td>
<td>City of Monte Sereno</td>
<td>Absent</td>
</tr>
<tr>
<td>Glenn Goepfert</td>
<td>City of Cupertino</td>
<td>Absent</td>
</tr>
<tr>
<td>Lee Taubeneck, Ex-Officio</td>
<td>Dept. of Transportation (Caltrans)</td>
<td>Absent</td>
</tr>
<tr>
<td>Ben Tripousis</td>
<td>City of San Jose</td>
<td>Present</td>
</tr>
<tr>
<td>Jack Witthaus</td>
<td>City of Sunnyvale</td>
<td>Absent</td>
</tr>
</tbody>
</table>

A quorum was present.

2. PUBLIC PRESENTATIONS

There were no Public Presentations.

3. ORDERS OF THE DAY

There were no Orders of the Day.

4. Committee Staff Report

Jim Lawson, Executive Policy Advisor, reported the reconfiguration of VTA Board of Directors’ small city groupings and establishment of a new small City Grouping consisting of the Cities of Sunnyvale, Santa Clara, and Milpitas will be effective January 2012.
John Ristow, Chief CMA Officer and Staff Liaison, provided a report highlighting:
1) California Transportation Commission (CTC) approval of $200 million for three road projects in the South Bay and the BART to San Jose Extension Project; 2) Installation of solar panels at VTA’s bus yards; and 3) August 4, 2011 VTA Board of Directors approval of the SR 237/I-880 Express Connectors - Construction Contract.

On order of Vice Chairperson Armendariz and there being no objection, the Committee Staff Report was received.

5. Chairperson’s Report

Vice Chairperson Armendariz provided a report on the discussions held at today’s TAC Subcommittee meeting regarding: 1) Streamlining the Project Initiation Document (PID) process; and 2) Development of Complete Streets/Sustainable Streets for Santa Clara County.

6. Reports from TAC Working Groups

- **Capital Improvement Program (CIP)**
  Celeste Fiore, Transportation Planner III, reported on the discussions held at the July 26, 2011 CIP Working Group meeting as follows: 1) Sustainable Communities Strategies; 2) OneBay Area Grant Program; 3) BART Berryessa Extension Project update; 4) Community Design and Transportation (CDT) TE-funded Call for Projects; and 5) Next meeting on August 23, 2011.

  Member Rodriguez took his seat at 1:44 p.m.

- **Systems Operations and Management (SOM)**
  Eugene Maeda, Senior Transportation Planner, reported on the discussions held at the July 27, 2011 SOM Working Group meeting as follows: 1) OneBay Area Grant Program; 2) Sustainable Communities Strategies; and 3) 2010 Highway Design Manual.

  Mr. Maeda reported on Caltrans’ PID Program Reimbursement policy and noted staff will forward to TAC the draft Bay Area Congestion Management Agencies’ PID reimbursement proposal to Caltrans. Staff also distributed a document entitled, Non-State Highway Operations and Protection Plan (SHOPP) PID Proposed for FY 2011/12, for TAC’s review.

- **Land Use/Transportation Integration (LUTI)**
  Robert Swierk, Senior Transportation Planner, reported on the discussions held at the August 10, 2011 LUTI Working Group meeting as follows: 1) New release of Highway Capacity Manual and Multi-Modal Levels of Service; 2) OneBay Area Grant Program; and 3) Next meeting in November 2011.

  On order of Vice Chairperson Armendariz and there being no objection, the reports from the TAC Working Groups were received.
7. **High Speed Rail/Caltrain Project**

Mr. Ristow provided an update, highlighting: 1) In reference to the Peninsula section, the Caltrain Joint Powers Board is undertaking a capacity study; and 2) VTA will receive the results of the study on Monday, August 15, 2011.

Members of the Committee provided a status report on High Speed Rail activities pertaining to their respective cities of San Jose and Gilroy.

**On order of Vice Chairperson Armendariz** and there being no objection, the High Speed Rail/Caltrain Project Report was received.

**BUSINESS REFERRED TO COMMITTEE BY THE BOARD OF DIRECTORS/GENERAL MANAGER**

**CONSENT AGENDA**

8. **Minutes of July 14, 2011**

M/S/C (Tripousis/Batra) to approve the Regular Meeting Minutes of July 14, 2011.

9. **Programmed Project Monitoring – Quarterly Report**

M/S/C (Tripousis/Batra) to receive the Programmed Projects Quarterly Monitoring Report for April-June 2011.

10. **Proactive CMP Quarterly Report for April – June 2011**

M/S/C (Tripousis/Batra) to receive the Proactive CMP Quarterly Report for April through June 2011.

**REGULAR AGENDA**

11. **OneBay Area Grant Proposal**

Amin Surani, Principal Transportation Planner, provided an overview of the staff report.

Members of the Committee noted the following: 1) expressed concern regarding the requirement that a minimum of 70 percent of the funding in each county be programmed in Planned Development Areas (PDAs); and 2) there should be flexibility on funds for the Transportation for Livable Communities (TLC) and Transportation Oriented Development (TOD) and noted that the Metropolitan Transportation Commission (MTC) should be encouraged to support housing near transit corridors.

**On order of Vice Chairperson Armendariz** and there being no objection, the Committee discussed Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

**NOTE:** M/S/C MEANS MOTION SECONDED AND CARRIED AND, UNLESS OTHERWISE INDICATED, THE MOTION PASSED UNANIMOUSLY.
12. **Supporting the Development of a Regional Network of Express Lanes**

Casey Emoto, Deputy Director, Project Development, provided an overview of the staff report.

M/S/C (Batra/Tripousis) to recommend that the Board of Directors adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superceded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors.

13. **Project Readiness Initiative**

Mr. Surani provided an overview of the staff report.

M/S/C (Collen/Batra) to recommend that the Board of Directors approve the extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

14. **VTP Highway Program Semi-Annual Report**

On order of Vice Chairperson Armendariz and there being no objection, the Committee received the VTP Highway Program Semi-Annual Report.

15. **I-680 Express Lanes Update**

Murali Ramanujam, Senior Transportation Engineer, provided an overview of the staff report.

On order of Vice Chairperson Armendariz and there being no objection, the Committee received an update on I-680 Express Lane project.

16. **Local Program Reserve – Program Overview**

Mr. Surani provided an overview of the staff report, highlighting that the Policy Advisory Committee (PAC) requested an overview of the Local Program Reserve (LPR) program policy and procedures.

On order of Vice Chairperson Armendariz and there being no objection, the Committee received a report on Local Program Reserve.

17. **Update on SCS/RTP/VTP Related Activities**

John Sighamony, Senior Transportation Planner, provided the staff report.

On order of Vice Chairperson Armendariz and there being no objection, the Committee received an update on the Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities.
OTHER

18. Metropolitan Transportation Commission (MTC) Activities and Initiatives
   There was no report on Metropolitan Transportation Commission (MTC) Activities and Initiatives.

19. Technical Advisory Committee (TAC) Subcommittee Report
   Vice Chairperson Armendariz noted that the TAC Subcommittee report was provided under the Chairperson’s Report.
   On order of Vice Chairperson Armendariz and there being no objection, the Committee received the TAC Subcommittee Report.

20. Committee Work Plan
   Members of the Committee referenced the SB 83 - Vehicle Registration Fee and requested an update on the fees collected for the County of Santa Clara.
   On order of Vice Chairperson Armendariz and there being no objection, the Committee reviewed the Work Plan.

21. Announcements
   There were no Announcements.

22. ADJOURNMENT
   On order of Vice Chairperson Armendariz and there being no objection, the meeting was adjourned at 3:05 p.m.

Respectfully submitted,

Tracene Y. Crenshaw, Board Assistant
VTA Office of the Board Secretary
POLICY ADVISORY COMMITTEE

August 11, 2011

MINUTES

CALL TO ORDER

The Regular Meeting of the Policy Advisory Committee (PAC) was called to order at 4:06 p.m. by Chairperson Pirzynski in Conference Room B-104, Santa Clara Valley Transportation Authority (VTA), 3331 North First Street, San Jose, California.

1. ROLL CALL

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeffrey Cristina</td>
<td>City of Campbell</td>
<td>Present</td>
</tr>
<tr>
<td>Michael Kotowski (Alternate)</td>
<td>City of Campbell</td>
<td>NA</td>
</tr>
<tr>
<td>Barry Chang</td>
<td>City of Cupertino</td>
<td>Present</td>
</tr>
<tr>
<td>Orrin Mahoney (Alternate)</td>
<td>City of Cupertino</td>
<td>NA</td>
</tr>
<tr>
<td>Cat Tucker</td>
<td>City of Gilroy</td>
<td>Absent</td>
</tr>
<tr>
<td>Dion Bracco (Alternate)</td>
<td>City of Gilroy</td>
<td>Absent</td>
</tr>
<tr>
<td>Megan Satterlee, Vice Chairperson</td>
<td>City of Los Altos</td>
<td>Present</td>
</tr>
<tr>
<td>Jarrett Fishpaw (Alternate)</td>
<td>City of Los Altos</td>
<td>NA</td>
</tr>
<tr>
<td>Vacant Town of Los Altos Hills</td>
<td>Town of Los Altos Hills</td>
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<tr>
<td>Joe Pirzynski, Chairperson</td>
<td>Town of Los Gatos</td>
<td>Present</td>
</tr>
<tr>
<td>Diane McNutt (Alternate)</td>
<td>Town of Los Gatos</td>
<td>NA</td>
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<tr>
<td>Armando Gomez</td>
<td>City of Milpitas</td>
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<tr>
<td>Vacant City of Milpitas</td>
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<tr>
<td>Lana Malloy</td>
<td>City of Monte Sereno</td>
<td>Absent</td>
</tr>
<tr>
<td>Burton Craig (Alternate)</td>
<td>City of Monte Sereno</td>
<td>Absent</td>
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<tr>
<td>Larry Carr</td>
<td>City of Morgan Hill</td>
<td>Absent</td>
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<tr>
<td>Rich Constantine (Alternate)</td>
<td>City of Morgan Hill</td>
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<tr>
<td>John Inks</td>
<td>City of Mountain View</td>
<td>Present</td>
</tr>
<tr>
<td>Jac Siegel (Alternate)</td>
<td>City of Mountain View</td>
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<tr>
<td>Gail Price</td>
<td>City of Palo Alto</td>
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</tr>
<tr>
<td>Nancy Shepherd (Alternate)</td>
<td>City of Palo Alto</td>
<td>NA</td>
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<tr>
<td>Kansen Chu</td>
<td>City of San José</td>
<td>Absent</td>
</tr>
<tr>
<td>Vacant City of San José</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jamie Matthews</td>
<td>City of Santa Clara</td>
<td>NA</td>
</tr>
<tr>
<td>Jamie McLeod (Alternate)</td>
<td>City of Santa Clara</td>
<td>Present</td>
</tr>
<tr>
<td>Howard Miller</td>
<td>City of Saratoga</td>
<td>NA</td>
</tr>
<tr>
<td>Emily Lo (Alternate)</td>
<td>City of Saratoga</td>
<td>Present</td>
</tr>
<tr>
<td>Jim Griffith</td>
<td>City of Sunnyvale</td>
<td>NA</td>
</tr>
<tr>
<td>David Whittum (Alternate)</td>
<td>City of Sunnyvale</td>
<td>Present</td>
</tr>
<tr>
<td>Mike Wasserman</td>
<td>SCC Board of Supervisors</td>
<td>Present</td>
</tr>
</tbody>
</table>

A quorum was present.
2. **ORDERS OF THE DAY**

There were no Orders of the Day.

3. **PUBLIC PRESENTATIONS**

There were no Public Presentations.

4. **Committee Staff Report**

Jim Lawson, Executive Policy Advisor and Staff Liaison, provided a brief overview of the August 4, 2011, Board of Directors Regular Meeting, highlighting:

1. General Counsel, Kevin Allmand, will retire in December 2011;
2. For the month of June 2011, average weekday ridership, systemwide, increased by 7.1%;
3. Overall, VTA FY 2011 ridership is down slightly, 0.8%, when compared to FY 2010;
4. Effective July 15, 4G WiFi Internet connectivity is available on all VTA light rail vehicles;
5. VTA will complete the new farebox installation by August 14;
6. AB 1105 (Gordon) was approved by the Legislature and signed into law by the Governor;
7. On July 21, 2011, United States Department of Labor Secretary Hilda Solis visited VTA;
8. Negotiations continue with three (3) VTA employee organizations;
9. The VTA Board approved the Santa Clara Habitat Conservation Plan budget;
10. Final relocation plans and acceptance of the VTA Board to conduct resolutions of necessity for properties along I-280/I-880/Stevens Creek Boulevard were approved;
11. Final relocation plan was approved for the Santa Clara/Alum Rock Bus Rapid Transit Project;
12. The civil work contract for I-880/SR-237 Express Connector was approved;
13. A letter regarding the new city groupings was sent to the mayors, city managers and city clerks last week. Changes will take effect on January 1, 2012.

Mr. Lawson provided a brief report on the June 2, 2011, Caltrain Board Meeting.

5. **Chairperson’s Report**

Chairperson Pirzynski reported:

1. The California Transportation Commission awarded $40 million in funding to VTA for Bart Silicon Valley to Berryessa; and
2. Fremont received a grant for grade separation.

**BUSINESS REFERRED TO COMMITTEE BY THE BOARD OF DIRECTORS/GENERAL MANAGER**

**CONSENT AGENDA**

6. **Regular Meeting Minutes of June 9, 2011**

M/S/F (Wasserman/Inks) on a vote of 8 ayes, 0 noes, and 1 abstention, to approve the Regular Meeting Minutes of June 9, 2011. Alternate Member Whittum abstained.

7. **Programmed Project Monitoring - Quarterly Report**

M/S/C (Wasserman/Inks) to receive the Programmed Projects Quarterly Monitoring Report for April-June 2011.

**NOTE:** M/S/F MEANS THE MOTION SECONDED AND FAILED.

**NOTE:** M/S/C MEANS MOTION SECONDED AND CARRIED AND, UNLESS OTHERWISE INDICATED, THE MOTION PASSED UNANIMOUSLY.
8. **VTP Highway Program Semi-Annual Report**

M/S/C (Wasserman/Inks) to receive the VTP Highway Program Semi-Annual Report.

**REGULAR AGENDA**

Vice Chairperson Satterlee requested Agenda Item #11, *Local Program Reserve – Program Overview*, be heard as the first item under the Regular Agenda.

*The Agenda was taken out of order.*

Member Chang took his seat at 4:18 p.m.

11. **Local Program Reserve – Program Overview**

Amin Surani, Principal Transportation Planner, provided the staff report.

Members of the Committee expressed concern about the characterization of fund swaps and recommended that fund swaps be addressed in the ballot language for future measures.

*On order of Chairperson Pirzynski* and there being no objection, the Committee received a report on Local Program Reserve.

9. **Project Readiness Initiative**

Amin Surani, Principal Transportation Planner, provided the staff report.

**M/S/C (Price/Inks)** to recommend that the Board of Directors approve the extension of the term of the Project Readiness Initiative Program until all of the approved funding is depleted or June 30, 2013, whichever occurs first.

10. **Supporting the Development of a Regional Network of Express Lanes**

Casey Emoto, Deputy Director, Project Development, provided the staff report.

Alternate Member McLeod took her seat at 4:52 p.m.

**M/S/C (Inks/Cristina)** with a vote of 10 ayes, to 0 noes, to 1 abstention, to recommend that the Board of Directors adopt a position to support the Metropolitan Transportation Commission's application to the California Transportation Commission to gain authority to implement express lanes in the Bay Area with the following conditions: (1) The VTA Board of Directors' authority to develop, implement, own and operate express lanes and approve revenue expenditure plans within Santa Clara County is not superceded or diminished by the authority being sought by MTC under AB 1467; and (2) The Regional Transportation Plan, approved by MTC, includes all express lane corridors consistent with the Valley Transportation Plan approved by the VTA Board of Directors. Alternate Member McLeod abstained.

12. **Update on SCS/RTP/VTP Related Activities**

John Sighamony, Senior Transportation Planner, provided the staff report.
On order of Chairperson Pirzynski and there being no objection, the Committee received an update on the Valley Transportation Plan, Regional Transportation Plan and Sustainable Communities Strategy activities.

13. **OneBayArea Grant Proposal**

Amin Surani, Principal Transportation Planner, provided the staff report.

On order of Chairperson Pirzynski and there being no objection, the Committee discussed the Metropolitan Transportation Commission's "One Bay Area" Grant proposal in the context of the VTA Board's adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) principles.

14. **I-680 Express Lanes Update**

Murali Ramanujam, Transportation Engineering Manager, provided the staff report.

On order of Chairperson Pirzynski and there being no objection, the Committee received an update on I-680 Express Lane project.

15. **Proactive CMP Quarterly Report for April - June 2011**

Robert Swierk, Senior Transportation Planner, provided the staff report.

On order of Chairperson Pirzynski and there being no objection, the Committee received the Proactive CMP Quarterly Report for April through June 2011.

**OTHER**

16. **PAC Work Plan**

On order of Chairperson Pirzynski and there being no objection, the Committee reviewed the PAC Work Plan.

17. **ANNOUNCEMENTS**

There were no Announcements.

18. **ADJOURNMENT**

On order of Chairperson Pirzynski and there being no objection, the Committee Meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Susan E. Garcia, Board Assistant
VTA Office of the Board Secretary
# 2011 VTA Board of Directors Regular and Workshop Meetings

The Santa Clara Valley Transportation Authority (VTA) Board of Directors welcomes the public to the following meetings:

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, January 6</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td>Thursday, February 3</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td>Thursday, March 3</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td>Thursday, April 7</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td>Friday, April 22</td>
<td>9:00 a.m.</td>
<td>Board Budget Workshop Meeting</td>
</tr>
<tr>
<td>Thursday, May 5</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td>Thursday, June 2</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
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<tr>
<td>Friday, June 24</td>
<td>9:00 a.m.</td>
<td>*Regular Board Meeting</td>
</tr>
<tr>
<td>Thursday, August 4</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
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<tr>
<td>Thursday, September 1</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
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<tr>
<td>Thursday, October 6</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
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<tr>
<td>Thursday, November 3</td>
<td>5:30 p.m.</td>
<td>Regular Board Meeting</td>
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<tr>
<td>Thursday, December 8</td>
<td>9:00 a.m.</td>
<td>Regular Board Meeting</td>
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</tbody>
</table>

Unless noted otherwise, Regular Board and Workshop meetings will be held at:

Board of Supervisors’ Chambers  
County Government Center  
70 W. Hedding Street, San Jose

For additional information: Tel: (408) 321-2300  
TTY only: (408) 321-2330  
[www.vta.org](http://www.vta.org) or [www.facebook.org/scvta](http://www.facebook.org/scvta)

*To hear urgent items only.*