



**San Bernardino Associated Governments**

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Phone: (909) 884-8276 Fax: (909) 885-4407  
Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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**AGENDA**  
**Mountain/Desert Policy Committee**

**April 22, 2016**

**9:30 AM**

**Location**

*Town of Apple Valley*

14975 Dale Evans Parkway, Apple Valley, CA 92307

**Mountain/Desert Policy Committee Membership**

**Chair**

*Robert Lovingood  
Board of Supervisors*

*Julie McIntyre, Mayor  
City of Barstow*

*Joel Klink, Council Member  
City of Twentynine Palms*

**Vice Chair**

*Bill Jahn, Mayor Pro Tem  
City of Big Bear Lake*

*Eric Schmidt, Council Member  
City of Hesperia*

*George Huntington, Council Member  
Town of Yucca Valley*

*Rich Kerr, Mayor  
City of Adelanto*

*Ed Paget, Mayor  
City of Needles*

*James Ramos  
Board of Supervisors*

*Curt Emick, Council Member  
Town of Apple Valley*

*Ryan McEachron, Council Member  
City of Victorville*

*Janice Rutherford  
Board of Supervisors*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
County Congestion Management Agency  
Service Authority for Freeway Emergencies**

**AGENDA**

**Mountain/Desert Policy Committee**

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**9:30 AM**

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**Town of Apple Valley**

**14975 Dale Evans Parkway, Apple Valley, CA 92307**

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional “*Meeting Procedures*” and agenda explanations are attached to the end of this agenda.

**CALL TO ORDER**

(Meeting Chaired by Robert A. Lovingood)

- i. Pledge of Allegiance
- ii. Attendance
- iii. Announcements
- iv. Agenda Notices/Modifications – Alicia Johnson

**Possible Conflict of Interest Issues**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

**1. Information Relative to Possible Conflict of Interest**

Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Presenter: Andrea Zureick**

**This item is prepared for review by SANBAG Board and Committee members.**

**CONSENT CALENDAR**

Items listed on the Consent Calendar are expected to be routine and non-controversial. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Members.

## **Consent - Project Delivery**

- 2. Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region with Skanska USA Civil West and Security Paving Company, Inc.**

Receive and file change order report.

**Presenter: Garry Cohoe**

**This item is not scheduled for review by any other policy committee or technical advisory committee.**

## **DISCUSSION ITEMS**

### **Discussion - Transportation Programming and Fund Administration**

- 3. Term Loan Agreement Template for Victor Valley Major Local Highways Program Policy 40013**

That the Mountain/Desert Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve the use of the attached template for Victor Valley Major Local Highway Program Loan Agreements.

**Presenter: Eric Jacobsen**

**This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the Loan Agreement Template.**

- 4. Green Tree Boulevard Loan Agreement with the City of Victorville**

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,541,940 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32.

**Presenter: Eric Jacobsen**

**This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft loan agreement have been reviewed by SANBAG General Counsel.**

### **Comments from Board Members**

Brief Comments from Board Members

### **Public Comment**

Brief Comments by the General Public

## **ADJOURNMENT**

## **Additional Information**

Attendance  
SANBAG Entities  
Acronym List  
Mission Statement

**The next Mountain/Desert Policy Committee Meeting will be May 13, 2016**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

## Meeting Procedures and Rules of Conduct

**Meeting Procedures** - The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

**Accessibility** - The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 1st Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the “Consent Calendar” and “Discussion” contain recommended actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors or unanimous vote of members present as provided in the Ralph M. Brown Act Government Code Sec. 54954.2(b).

**Closed Session Agenda Items** – Consideration of closed session items excludes members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a “Request to Speak” form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for each item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations. Members of the public requesting information be distributed to the Board of Directors must provide 40 copies of such information in advance of the meeting, except for noticed public hearings. Information provided as public testimony is not read into the record by the Clerk.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board’s authority. Matters raised under “Public Comment” may not be acted upon at that meeting. “Public Testimony on any Item” still applies.

**Disruptive or Prohibited Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive or prohibited conduct includes without limitation addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, bringing into the meeting any type of object that could be used as a weapon, including without limitation sticks affixed to signs, or otherwise preventing the Board from conducting its meeting in an orderly manner. Your cooperation is appreciated!

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Attendance.**

- The Chair of the Board or a Policy Committee (Chair) has the option of taking attendance by Roll Call or Self-Introductions. If attendance is taken by Roll Call, the Clerk of the Board will call out by jurisdiction or supervisorial district. The Member or Alternate will respond by stating his/her name. If attendance is by Self-Introduction, the Member or Alternate will state his/her name and jurisdiction or supervisorial district.
- A Member/Alternate, who arrives after attendance is taken, shall announce his/her name prior to voting on any item.
- A Member/Alternate, who wishes to leave the meeting after attendance is taken but before remaining items are voted on, shall announce his/her name and that he/she is leaving the meeting.

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.
- The “aye” votes in favor of the motion shall be made collectively. Any Member who wishes to oppose or abstain from voting on the motion, shall individually and orally state the Member’s “nay” vote or abstention. Members present who do not individually and orally state their “nay” vote or abstention shall be deemed, and reported to the public, to have voted “aye” on the motion.

**The Vote as specified in the SANBAG Bylaws.**

- Each Member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he/she would like to amend the motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a Member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008  
Revised March 2014*

- San Bernardino County Transportation Commission
- San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency
- Service Authority for Freeway Emergencies

***Minute Action***

AGENDA ITEM: 1

***Date:*** April 22, 2016

***Subject:***  
 Information Relative to Possible Conflict of Interest

***Recommendation:***  
 Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

***Background:***  
 In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

<b>Item No.</b>	<b>Contract No.</b>	<b>Principals &amp; Agents</b>	<b>Subcontractors</b>
2A	<b>C13149</b>	Skanska Civil, USA <i>Jeffery Langvin</i>	Ace Fence Company Austin Enterprises BC Traffic Specialist Diversified Landscape Company DYWIDAG System International Ferreira Construction Company, Inc. Stroer & Graf Hard Hat Sweeping Statewide Traffic Safety & Signs Tahelquah Steel, Inc. Techno Coatings Under Ground Manholes
2B	<b>C13001</b>	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.

*Entity: CMA, COG, CTA, CTC, SAFE*

Mountain-Desert Committee Agenda Item

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***Financial Impact:***

This item has no direct impact on the SANBAG budget.

***Reviewed By:***

This item is prepared for review by SANBAG Board and Committee members.

***Responsible Staff:***

Andrea Zureick, Director of Fund Administration

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Approved  
Mountain-Desert Committee  
Date: April 22, 2016

Witnessed By:

## *Minute Action*

AGENDA ITEM: 2

**Date:** *April 22, 2016*

**Subject:**

Construction Contract Change Orders to on-going SANBAG construction contracts in the Mountain/Desert Region with Skanska USA Civil West and Security Paving Company, Inc.

**Recommendation:**

Receive and file change order report.

**Background:**

Of SANBAG's two on-going Construction Contracts in the Mountain/Desert region, there have been Construction Change Orders (CCO's) approved since the last reporting to the Mountain/Desert Policy Committee. The CCO's are listed below.

A. Contract Number (CN) C13149 with Skanska USA Civil West for construction of the Lenwood Road Grade Separation project: CCO No. 34 and Supplement 1 (\$15,711.00 increase and \$8,176.00 decrease respectively; the increase for additional fencing along an adjacent property for added safety and to meet the TCE obligations and the decrease to account for unused funds allocated for this change) and CCO No. 36 (\$63,246.66 decrease accounting for unused funds allocated for this change order).

B. CN 13001 with Security Paving Company, Inc. for construction of the I-15 Ranchero Road Interchange project: CCO No. 12 Supplement 1 (\$77,396.91 in additional funds for Asphalt Price Index Fluctuations as provided by in the Special Provisions), CCO No. 86 Supplement 1 (\$633.57 in additional funds for Bridge Median Island) and CCO No. 96 Supplement 1 (\$459.04 in additional funds for MBGR at the southeast corner of southbound on ramp). The change orders listed below are for accounting purposes to address unused quantities of various bid items not required for the construction of the project and unused funds allocated for various change orders, thereby moving those funds into the contingency fund; (CCO No.'s 1 Supplement 2, 2 Supplement 1, 3 Supplement 1, 4 Supplement 1, 5 Supplement 1, 8 Supplement 2, 10 Supplement 1, 13 Supplement 1, 14 Supplement 1, 15 Supplement 1, 23 Supplement 1, 31 Supplement 1, 32 Supplement 2, 33 Supplement 1, 42 Supplement 1, 44 Supplement 1, 45 Supplement 1, 46 Supplement 1, 47 Supplement 1, 53 Supplement 1, 59 Supplement 1, 61 Supplement 1, 69 Supplement 1, 70 Supplement 1, 73 Supplement 1, 74 Supplement 3, 77 Supplement 1, 84 Supplement 1, 88 Supplement 1, 89 Supplement 1, 90 Supplement 4, 93 Supplement 4, 98 Supplement 1, 99 Supplement 1, 100 Supplement 2, 102 Supplement 2, 107 Supplement 1, 115 Supplement 1 and 116). These change orders returned a total of \$630,905.43 to the project contingency.

The following change orders address deferred time issues. All were resolved for no time adjustment to the project; (CCO No.'s 76 Supplement 2, 82 Supplement 2, 85 Supplement 1,

*Entity: CMA*

Mountain-Desert Committee Agenda Item

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87 Supplement 1, 91 Supplement 1, 92 Supplement 2, 95 Supplement 1, 104 Supplement 1 and 105 Supplement 1).

***Financial Impact:***

This item imposes no financial impact, as all CCO's are within previously approved contingency amounts under Task No. 0881 and 0890.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee.

***Responsible Staff:***

Garry Cohoe, Director of Project Delivery

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Approved  
Mountain-Desert Committee  
Date: April 22, 2016

Witnessed By:

<b>I-15 Ranchero Road Interchange - Executed Change Orders</b>		
Number	Description	Amount
1	Traffic Control	\$ 30,000.00
1 - S1	Traffic Control	\$ 200,000.00
<b>1 - S2</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (6,317.00)</b>
2	Partnering	\$ 20,600.00
<b>2 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (11,711.08)</b>
3	Dust Palliative	\$ 5,000.00
<b>3 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (5,000.00)</b>
4	Apprentice Program	\$ 8,000.00
<b>4 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (8,000.00)</b>
5	Dispute Resolution	\$ 15,000.00
<b>5 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (6,225.00)</b>
6	Relocate Additional Joshua Trees	\$ 42,500.00
7	Temporary Silt Fence, Item 8	\$ 16,352.00
8	Shared Water Pollution Control Maintenance	\$ 8,000.00
8 - S1	Shared Water Pollution Control Maintenance	\$ 10,000.00
<b>8 - S2</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (15,755.94)</b>
9	Relocate Right-of-Way Fence	\$ 63,520.00
9 - S1	Additional Funds	\$ 15,851.43
10	Additional Drainage Work	\$ 6,942.86
<b>10 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (6,317.00)</b>
11	VOID - County Water Line	\$ 0.00
12	Asphalt Price Index Adjustment	\$ (116,494.13)
13	Maintain Existing Electrical System	\$ 8,500.00
<b>13 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (6,578.59)</b>
14	Electrical Service Fees	\$ 5,000.00
<b>14 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (130.51)</b>
15	Removal 96" Pipe End Sections	\$ 1,500.00
<b>15 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (1,500.00)</b>
16	Credit for Agency Survey of ADL Burial	\$ (6,602.00)
16 - S1	Credit for Agency Survey of ADL Burial	\$ (690.50)
17	Temporary Relocation of Verizon Line at Ranchero Road	\$ 6,000.00
17 - S1	Temporary Relocation of Verizon Line at Ranchero Road	\$ 3,065.04
17 - S2	Additional Funds	\$ 357.77
18	Revised Access Road to 96" Pipe	\$ 47,833.50
19	VOID - Relocate Temporary Concrete Barrier	\$ 0.00
20	Contractor's Proposed Detour Ranchero Road	\$ 69,700.00
21	Signal Pole Change at Ranchero Road/Caliente Road	\$ 19,144.03
22	Drainage Changes on Sheet SD-9	\$ (5,334.78)
23	Remove and Reconstruct MBGR Southbound I-15	\$ 4,183.00
<b>23 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (1,327.70)</b>
24	CLOSED - Additional Compensation for Sawcutting	\$ 0.00
25	Changing Grades Northbound and Southbound I-15	\$ 0.00
26	Change in Structural Section - Mariposa Road	\$ 139,277.10
27	Change Street Lights From HPS to LCD	\$ 18,851.08
28	Roadway Evacuation - Item 159	\$ 363,000.00
29	VOID - Utility Potholes	\$ 0.00
30	City Traffic Signal Cabinets - Type R	\$ 38,526.84
31	Closure of Caliente Road	\$ 5,000.00
<b>31 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (2,463.96)</b>
32	Drainage System #16	\$ 8,586.30

Attachment: MDC CCO Log (2689 : Construction Change Orders - MDC1604)

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session  
Amounts shown in parentheses represent a credit to the Agency

32 - S1	Drainage System #16	\$ 11,321.40
<b>32 - S2</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (8,000.00)</b>
33	Fence and Core U-Channel	\$ 25,735.52
<b>33 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (5,571.64)</b>
34	Rotating Signal Pole Modification	\$ 2,167.53
35	VOID - Temporary Realignment of Mariposa	\$ 0.00
36	VOID - Pull Box Lids	\$ 0.00
37	Revise Girder Curve Data	\$ 0.00
38	Cooper Ground Wire for SCE	\$ 5,471.25
39	Gravel Ditch Revision to Line R-6	\$ 2,013.00
40	JPCP End Anchors, Remove LCB	\$ 40,527.51
40 - S1	Additional Funds	\$ 420.64
41	Conflicting Signal Pole at Caliente Road/Ranchero Road	\$ (2,270.41)
42	Closure of North Mariposa Road	\$ 43,000.00
<b>42 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (1,974.49)</b>
43	Utility Access West of Caliente Road/Ranchero Road	\$ 4,878.00
44	Additional Drainage Improvements Mariposa Road	\$ 44,397.48
<b>44 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (11,152.48)</b>
45	Abandon Vaults	\$ 2,000.00
<b>45 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (1,258.39)</b>
46	Additional Hydroseeding in City Right-of-Way	\$ 95,200.00
<b>46 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (38,174.61)</b>
47	Grade Ditch Caliente Road	\$ 3,000.00
<b>47 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (3,000.00)</b>
48	Increase Item 4" Stripe, Delineators	\$ 17,667.27
49	VOID - Revise Lane Closure Charts	\$ 0.00
50	Drainage System 20 Changes	\$ (13,611.50)
51	Extend HDPE Southwest Corner Caliente Road/Ranchero Road	\$ 1,320.00
52	Additional Signs and Markers (City)	\$ 2,436.00
53	PCCP Dike on JPCP	\$ 35,000.00
<b>53 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (8,229.48)</b>
54	VOID - Detour for Falsework	\$ 0.00
55	Drainage Southwest Mariposa Road	\$ 10,362.20
56	VOID - Additional Grade to Drain Northbound I-15	\$ 0.00
57	In Ground Concrete Washout	\$ 0.00
58	Eliminate Redwood Header	\$ (5,309.00)
59	Regrade MVP's	\$ 15,000.00
<b>59 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (7,480.83)</b>
60	VOID - Relocate SCE Vent Pipe	\$ 0.00
61	Revise Drainage Northbound On and Off-Ramps	\$ 45,324.75
<b>61 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (861.34)</b>
62	Additional Permanent Erosion Control State Right-of-Way	\$ 35,000.00
62 - S1	Additional Funds	\$ 6,954.50
63	Revise Traffic Handling Plans	\$ 34,446.00
64	Revise Detour for Falsework	\$ 0.00
65	Delete Color from Bridge Deck	\$ (122,830.40)
66	VOID - Repair AC Dike and Eroded Slope	\$ 0.00
67	Sidewalk Joint Armor	\$ 0.00
68	Drainage System Augmentation	\$ 8,235.00
69	Repair Damaged Slopes	\$ 20,000.00
<b>69 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (18,701.31)</b>
70	Electrical Modifications	\$ 75,000.00

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

<b>70 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (30,464.72)</b>
71	Pedestrian Push Button Change	\$ 1,542.11
72	Additional Drainage System Northeast Corner Rancho/Mariposa	\$ 1,484.90
73	Repair Damaged Pavement I-15	\$ 65,000.00
<b>73 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (10,196.16)</b>
74	Modifications to Drainage System 18	\$ 54,209.25
74 – S1	Additional Funds	\$ 61,675.63
74 – S2	Additional Funds	\$ 1,324.44
<b>74 – S3</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (0.22)</b>
75	Revisions to HMA Structural Section on Rancho Road	\$ 121,335.20
76	Retaining Walls Along Rancho Road	\$ 445,741.55
76 - S1	Change to CIP Walls	\$ (125,114.55)
<b>76 – S2</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
77	Change from Rock Blanket to Stamped Concrete	\$ (3,874.00)
<b>77 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (26,138.58)</b>
78	Removal of Additional Joshua Tree	\$ 1,519.86
79	Change of Pedestrian Button Type	\$ 4,964.51
80	Pedestrian Barricades	\$ 9,484.00
81	Revision to Electrical Pull Boxes on Bridge	\$ 0.00
82	Additional Grading within City of Hesperia Right of Way	\$ 25,000.00
82 – S1	Additional Funds	\$ 11,289.69
<b>82 – S2</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
83	Bike Lane Striping on Rancho Road	\$ 4,304.00
84	Drainage Enhancements along Northbound on-ramp	\$ 50,000.00
<b>84 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (17,156.92)</b>
85	Revisions to City Signs	\$ 9,195.39
<b>85 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
86	Delete Color from Caltrans Curbed Median	\$ 2,869.15
87	Ramp Metering Standard Changes	\$ 19,882.24
<b>87 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
88	I-15 Median Pavement Change	\$ 63,154.50
<b>88 - S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (5,357.60)</b>
89	Bridge Profilographing	\$ 6,000.00
<b>89 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (1,137.25)</b>
90	Conformance with ADA requirements	\$ 10,000.00
90 – S1	Additional Funds	\$ 10,000.00
90 – S2	Additional Funds	\$ 20,581.00
90 – S3	Additional Funds	\$ 12,000.00
<b>90 – S4</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (5,897.90)</b>
91	Drainage Inlet Markers	\$ 1,485.00
<b>91 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
92	REACT Crash Cushion anchor slab	\$ 10,000.00
92 – S1	Additional Funds	\$ 2,244.16
<b>92 – S2</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
93	Modifications to Infiltration Basins	\$ 5,000.00
93 – S1	County Encroachment Permit	\$ 1,000.00
93 – S2	Additional Funds	\$ 244,872.00
93 – S3	Additional Funds	\$ 181,338.87
<b>93 – S4</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (75,430.50)</b>
94	State Water Resources Control Board Annual Permit Fees	\$ 3,119.60
95	Slope Paving revisions at Abutment 3	\$ 3,708.10
<b>95 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

96	Revisions to MBGR at southbound on ramp	\$ 5,812.00
97	Cancelled	
98	Changes to Freeway Entrance Signs	\$ 2,229.60
<b>98 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (2,000.00)</b>
99	Replacement of Ramp Lighting Poles	\$ 50,000.00
<b>99 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (5,641.09)</b>
100	Chain Link Fence atop Bridge Barrier	\$ 41,966.40
100 – S1	Additional Funds	\$ 9,367.78
<b>100 – S2</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (180.40)</b>
101	Recessed Pavement Markers	\$ 32,465.00
102	Relocation of Ramp Metering Cabinets	\$ 10,000.00
102 – S1	Additional Funds	\$ 50,000.00
<b>102 – S2</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (16,650.78)</b>
104	Stamped Concrete in Median Island on Rancho Road	\$ 63,392.00
<b>104 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
105	Pedestrian Barriers on Rancho Road	\$ 3,161.40
<b>105 – S1</b>	<b>Deferred Time Adjustment of Zero Days</b>	<b>\$ 0.00</b>
106	Deleting Survey Monumentation Bid Items	\$ (3,300.00)
107	Additional Chain link Fence and strengthening MBGR	\$ 7,960.00
<b>107 – S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (2,500.00)</b>
108	Hot Mixed Asphalt QC/QA	\$ 132,841.88
109	Additional Qty. for Bid Items 20, 32, 33, 47, 52, 108, 112, 119, 157 and 176	\$ 109,445.06
110	Additional Qty. for Bid Items 54 and 172	\$ 67,339.32
111	Additional Builders Risk Insurance Cost	\$ 23,467.95
112	Reallocation of Unused Funds to Contingency Fund on Various Bid Items	\$ (700,385.42)
113	Resolution of Delays caused by Bridge Falsework fire and Other Various Change Orders	\$ (566,514.62)
114	Replace RHMA with HMA on southbound Ramps	\$ 0.00
115	Relocate Existing Pedestrian Push Button	\$ 7,000.00
<b>115-S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (7,000.00)</b>
<b>116</b>	<b>Reallocation of Unused Funds to Contingency Fund on Various Bid Items</b>	<b>\$ (240,644.63)</b>
<b>CCO TOTAL</b>		<b>\$ 1,554,483.13</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$ 4,019,945.63</b>

<b>Lenwood Grade Separation – Executed Change Orders</b>		
Number	Description	Amount
1	Partnering	\$ 12,000.00
2	Establish Dispute Review Board	\$ 15,000.00
3	Staging Revisions	\$ 0.00
4	Hot Mix Asphalt Substitution	\$ 0.00
5	Additional Traffic Control	\$ 10,000.00
5 – S1	Additional Traffic Control – Additional Funds	\$ 10,000.00
5 – S2	Additional Traffic Control – Additional Funds	\$ 5,099.87
6	Change in Sewer Pipe Size	\$ 14,962.60
7	Bridge Architectural and Wall Aesthetic Treatments	\$ (3,657.76)
7 – S1	Additional Funds	\$ 12,833.31
8	Hazardous Waste Removal	\$ 6,000.00
9	Private Gas Service and Meter Relocation	\$ 6,600.00
9 – S1	Private Gas Service and Meter Relocation – Additional Funds	\$ 3,000.00

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

10	Drainage and Basin Modifications	\$ 13,491.00
11	Abutment 1 Pile Layout and Tip Revisions	\$ (57,000.00)
11 – S1	Abutment 2 Pile Layout and Tip Revisions	\$ (17,000.00)
11 – S2	Item #59 Drive Pile Item Adjustment	\$ 107,950.00
11 – S3	Resolution of NOPC No. 1	\$ 151,136.07
11 – S4	Additional Funds for Resolution of NOPC No. 1	\$ 7,892.50
12	Signal and Lighting Improvements	\$ 13,816.23
12 – S1	Additional funds for supplying 2 luminaires	\$ 6,356.93
12 – S2	Signal Timing Remobilization	\$ 4,127.38
13	SCE Delay	\$ 50,000.00
13 – S1	SCE Delay Days and TRO	\$ 42,750.00
14	MSE Texture Change	\$ 0.00
15	Verizon Manhole and Line Conflicting with MSE 37	\$ 14,000.00
15 – S1	Additional Funds	\$ 10,000.00
15 – S2	Mitigate Existing Utilities	\$ 10,000.00
16	Irrigation System and Plantings in lieu of Temporary Erosion Control	\$ 147,872.70
16 – S1	Gravel Mulch in lieu of Temporary Erosion Control	\$ 333,654.60
17	Apprentice On-the Job Training	\$ 2,000.00
17 – S1	Additional Funds	\$ 2,500.00
17 – S2	Additional Funds	\$ 254.16
18	Edison Provided Overhead Insulators	\$ 2,941.83
19	Additional Cable Railing	\$ 16,020.00
19 – S1	Adjustment of Railing Items	\$ 5,164.94
20	Electrical conduit casing under bridge approach slabs	\$ 15,000.00
20 – S1	Bridge Utility Casing	\$ 4,257.10
20 – S2	Bridge Utility Casing	\$ 995.01
21	Sewer Manhole Raise	\$ 15,000.00
21 – S1	Additional Funds	\$ 3,406.09
22	BNSF and MSE	\$ 30,000.00
23	Adjustment of Bid Item 75, Furnish Single Sheet Aluminum Sign	\$ (293,694.70)
24	Lenwood/Jasper Intersection Reconstruct	\$ 89,650.78
25	JPCP Crack Repairs	\$ 25,000.00
26	Asphalt Price Index Fluctuation	\$ (137,378.29)
27	Full & Final Compensation for RW No. 37 Resolving NOPC No. 2	\$ 355,907.98
28	Item Changes No Adjustment	\$ (30,165.65)
28 – S1	Minor Concrete Item Change	\$ 185,227.40
28 – S2	Minor Concrete Item Adjustment	\$ (339.63)
29	Item Balancing CCO	\$ 75,823.60
29 – S1	Item Balancing CCO	\$ 25,515.00
30	RSP Item Changes	\$ 72,823.60
30 – S1	RSP Item Adjustment	\$ 1,459.89
31	Railing Item Change	\$ 35,667.00
31 – S1	Railing Item Adjustment	\$ (237.23)
32	HMA QC Bonus	\$ 38,562.00
33	Restore TCE on Vogler Property	\$ 2,659.15
<b>34</b>	<b>Additional Fencing along adjacent property in accordance with TCE</b>	<b>\$ 15,711.00</b>
<b>34-S1</b>	<b>Reallocation of Unused Funds to Contingency Fund</b>	<b>\$ (8,176.00)</b>
35	Repair Bridge Sidewalk Surface Cracks	\$ 3,199.58
<b>36</b>	<b>Reallocation of Unused Funds to Contingency Fund for Various CCOs</b>	<b>\$ (63,246.66)</b>
<b>CCO TOTAL</b>		<b>\$ 1,422,393.38</b>
<b>TOTAL CONTINGENCY AND SUPPLEMENTAL</b>		<b>\$ 1,815,859.40</b>

Attachment: MDC CCO Log (2689 : Construction Change Orders - MDC1604)

**Bolded** - Construction Change Orders approved since the last reporting to the Metro Valley Study Session. Amounts shown in parentheses represent a credit to the Agency.

## *Minute Action*

AGENDA ITEM: 3

**Date:** *April 22, 2016*

**Subject:**

Term Loan Agreement Template for Victor Valley Major Local Highways Program Policy 40013

**Recommendation:**

That the Mountain/Desert Policy Committee recommend the Board acting as the San Bernardino County Transportation Authority approve the use of the attached template for Victor Valley Major Local Highway Program Loan Agreements.

**Background:**

The Measure I Victor Valley Major Local Highway Program (MLHP) Policy 40013 was modified at the January 6, 2016, Board of Directors Meeting to allow loans against future Measure I Local Streets Program or MLHP revenue. Under the loan program, project sponsors and other participating local jurisdictions may request loans from SANBAG for up to 2/3 of the development share for eligible projects to facilitate project delivery. The loan amount is also limited by future allocations of Measure I funds to the requesting agency.

To receive the loan, the jurisdiction must pay at least 1/3 of the development share and commit to conveying development fees as they are collected toward repayment of the loan. As the loan is repaid, the Local Streets Program or MLHP funds will be available to the jurisdiction for use on other projects.

There are three loan options available: 1) to borrow from the jurisdiction's equitable share of the Victor Valley subarea MLHP funds; 2) to borrow from the local jurisdiction's Local Streets Program (pass-through) funds; or 3) a combination of both.

If the MLHP loan option is requested and bonding is required to accommodate the loan, the jurisdiction would be responsible for the bond issuance costs and debt service on the bonded funds and these costs and debt service would be considered part of their share of the MLHP funds.

After SANBAG staff's risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the subarea, the loan concept must be approved by a simple majority of the technical representatives of the other jurisdictions in the Victor Valley Subarea.

A non-negotiable loan agreement, in the form of the attached template and separate from any other cooperative agreement or funding agreement, shall then be approved by the jurisdiction's City/Town Council or Board of Supervisors and the Mountain/Desert Policy Committee before approval by the SANBAG Board.

**Entity:** *CTA*

Mountain-Desert Committee Agenda Item

April 22, 2016

Page 2

Staff recommends approval of the use of the Term Loan Agreement template for loans made under Policy 40013/VVMLH-32. This will assure that all SANBAG member jurisdictions seeking such loans are treated fairly and equally and will eliminate the need to negotiate the general terms of the Term Loan Agreement with each loan applicant.

***Financial Impact:***

This item has no impact on the approved Fiscal Year 2015/2016 Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel has reviewed this item and the Loan Agreement Template.

***Responsible Staff:***

Eric Jacobsen, Chief of Fund Administration and Programming

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Approved  
Mountain-Desert Committee  
Date: April 22, 2016

Witnessed By:

**MEASURE I VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAYS PROGRAM**

**TERM LOAN AGREEMENT**

**(Policy 40013 VVMLH-32)<sup>1</sup>**

**CITY OF** Click here to enter text.

Click here to enter text. **PROJECT**

**CONTRACT** Click here to enter text.

This Term Loan Agreement, nominally dated \_\_\_\_\_, 201\_\_, is entered into on the Effective Date by and between the City/Town of Click here to enter text. (Borrower) and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.

**RECITALS**

A. On January 6, 2016, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM Measure I Strategic Plan Policy 400013, sub-policy VVMLH-32.

B. On Click here to enter text. , Borrower and Lender entered into Contract No.Click here to enter text. setting forth the funding and other obligations of Borrower and Lender for all phases of the Click here to enter text. Project in the City/Town of Click here to enter text..

C. Under Contract No. Click here to enter text. Borrower is obligated to fund the Local Share of estimated Project Costs (defined below) in an amount not to exceed \$Click here to enter text..

D. Borrower has requested that Lender loan Borrower two-thirds of the estimated Local Share of Project Costs (under the terms of sub-policy VVMLH-32) in an amount not to

<sup>1</sup> Bracketed text applies to different funding sources for a loan, i.e. a. Local Streets Program funds, b. Major Local Highway Program funds, or c. a combination of Local Streets Program funds and Major Local Highway Program funds.

exceed \$Click here to enter text.. from Borrower’s [a. Local Streets Program funds][b. Major Local Highway Program funds][c. Local Streets Program and Major Local Highway Program funds].

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

## ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

**Agreement** means this Term Loan Agreement, nominally dated \_\_\_\_\_, 201\_\_\_\_, entered into between Borrower and Lender, as it may be amended from time to time.

**Agreement Termination Date** means the date as described in Section 3.9.

**Bond Costs** means the pro rata share of any reasonable costs associated with the issuance of any bonds needed to fund Draws. Pursuant to Measure I Policy 40013, VVMLH-32, subsection L.6.j any additional cost of administration of the loan or the bond incurred by SANBAG will be included as a cost to be borne by the Borrower jurisdiction and may be included in the loan.

**Borrower** means the City of Click here to enter text., a California city and municipal corporation.

**Collateral** means Borrower’s Uncommitted Development Impact Fees, [a. Borrower’s Local Streets Program funds ] [b. Victor Valley Major Local Highways Program funds][c. Borrower’s Local Streets Program funds and Victor Valley Major Local Highways Program funds] up to the Loan Amount, as more fully described in Exhibit “A”.

**Contract No.** Click here to enter text. means the Contract between the City/Town of Click here to enter text. and the San Bernardino County Transportation Authority for the Preliminary Engineering and Environmental Document, Plans Specifications and Estimate, Right-of-Way, and Construction Phases of Click here to enter text. Project.

**Cost Buy-Down for Project** means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Victor Valley Major Local Highways Program Policy 40013 IV.J. after which the Local Share and Public Share are applied.

**Development Impact Fees** or **DIF** means the revenues generated by Borrower’s locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as a

result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

**Development Mitigation Annual Report** means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

**Draw** means an advance made by Lender from [a. Borrower's Local Streets Program funds] [b. Borrower's Major Local Highways Program funds] [c. Borrower's Major Local Highways Program funds, then Borrower's Local Streets Program funds] in order to pay for the Local Share of Project Costs as part of the Loan Amount.

**Effective Date** means the date this Agreement is executed by Lender.

**Lender** means the San Bernardino County Transportation Authority.

**Lien** means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

**Loan Amount** means the total amount of all Draws outstanding and unpaid by Borrower, up to an amount not to exceed [Click here to enter text..](#)

**Loan Due Date** means the last day of the tenth (10<sup>th</sup>) year subsequent to the issuance of the Notice of Completion for the Project.

**Loan Fee** means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study [Click here to enter text.](#) percent ([Click here to enter text.%](#)); plus (2) one-hundred percent (100%) of SANBAG management and oversight costs for the Project. The Local Share is estimated to be [\\$Click here to enter text..](#)

**Local Share Project Cost Deposit** means one-third of the Local Share for the Project, which is [Click here to enter text.](#) ([\\$Click here to enter text.](#)). The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

**Local Streets Program Funds** means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway

interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**Major Local Highways Program Policy** means the MLH Program Measure I 2010-2040 Strategic Plan set forth in Policy 40013 adopted by the SANBAG Board April 1, 2009, as revised July 7, 2010, March 4, 2015, and January 6, 2016.

**Measure I** means the one-half of one percent (½%) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

**MLH** means Major Local Highways.

**Nexus Study** means that study approved by the SANBAG Board on February 3, 2016, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

**Person** means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

**Project** means the [Click here to enter text](#). Project in the City/Town of [Click here to enter text](#)., as more fully described in Contract No. [Click here to enter text](#).

**Project Costs** means the total cost of the Project, which are estimated to be \$[Click here to enter text](#)..

**Project Phase** means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction work for the Project.

**Public Share** means the share of Project Costs assigned as SANBAG's contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

**SANBAG** means the San Bernardino County Transportation Authority.

**Term Loan** means Lender's lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

**Uncommitted Development Impact Fees** means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit "B".

**Victor Valley Major Local Highways Program or Major Local Highways Program** means the Measure I program in the Victor Valley subarea more fully described in Policy 40013 that provides funds through a reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any project allocated Victor Valley Major Local Highways Program funding by the SANBAG Board of Directors. The amount of Victor Valley Major Local Highways Program funds available to each jurisdiction in the Victor Valley subarea shall be approximately equivalent over the life of Measure I.

## ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay the Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. [A. <sup>2</sup>As the Project moves forward, SANBAG shall send an invoice to Borrower with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing Borrower for two-thirds of the Local Share of Project Costs incurred to date. Concurrently Lender shall make a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.] [B. <sup>3</sup>As the Project moves forward, Borrower shall send an invoice to SANBAG with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing SANBAG for two-thirds of the Local Share of Project Costs incurred by Borrower to date. Lender shall make payment to Borrower which shall be a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.]

2.3 Source of Loan Draws. The sole source of any Draws shall be [a. Borrower's Local Streets Program funds] [b. Borrower's Victor Valley Major Local Highways Program funds] [c. to the extent available, Borrower's Victor Valley Major Local Highways Program funds, then Borrower's Local Streets Program funds].

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Victor Valley Major Local Highways Program and Local Streets Program funds. [A. Borrower understands and agrees that Draws shall be credited toward Borrower's account with SANBAG for payment of the Local Share of Project Costs, and Draws shall not be paid directly to Borrower, Borrower's creditors,

<sup>2</sup> Use A. for Projects where SANBAG is the lead.

<sup>3</sup> Use B. for Projects where Borrower is the lead.

assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.] [B. Borrower understands and agrees that Draws paid shall be used by Borrower solely for payment of the Local Share of Project Costs, and Draws shall not be paid directly to Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.]

### ARTICLE THREE—GENERAL CREDIT PROVISIONS

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 [A. Not later than thirty (30) calendar days after SANBAG invoices Borrower for the Local Share Project Cost Deposit, Borrower shall pay SANBAG the Local Share Project Cost Deposit of \$Click here to enter text., from Uncommitted Development Impact Fees or other lawful, non-Measure I sources of funds.] [B. Delete this subsection and insert "Intentionally Omitted" if Borrower is the lead on the Project.]

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement and the amount of Bond Costs, if any, to be allocated to Borrower.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date [A. SANBAG] [B. Borrower] issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG's records as a reduction of the Loan Amount.

3.5 Release of Funds. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall [a. release to Borrower Local Streets Program funds that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment.] [b. reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment. These released funds will be available for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.] [c. first reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment, then, if a balance remains, release to Borrower Local Streets Program funds that have been [A. withheld] [B. paid] as a Draw under Subarticle 2.2 in an amount equal to the balance of Borrower's Term Loan payment. Released MLH funds will be available for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.]

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

#### **ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year [Click here to enter text.](#) which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, \_\_\_\_\_ and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Commitments list. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of commitments, and amounts of commitments, of Development Impact Fees as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

## ARTICLE FIVE—AFFIRMATIVE COVENANTS

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received through submission of its Development Mitigation Annual Report.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. [a. Include in its Five-Year Measure I Capital Project Needs Analysis the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.] [b. Delete this subsection and insert "Intentionally Omitted" if Local Streets Program funds is the only source of the Loan.]

5.5 Five-Year Measure I CIP Disclosure. [a. Include in its Five-Year Measure I Capital Improvement Plan the amount of this Loan, the use of the Loan funds, and Borrower's plan for repayment of the Loan.] [b. Delete this subsection and insert "Intentionally Omitted" if Victor Valley Major Local Highways Program funds is the only source of the Loan.]

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

5.8 Insurance. To include in all contracts between Borrower and contractors for the Project the requirement that SANBAG be named as an additional insured under general liability insurance policies maintained by the contractor for the Project.

## ARTICLE SIX—NEGATIVE COVENANTS

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

## ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default. An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable ("Monetary Event of Default"); or any other breach or default ("Non-Monetary Event of Default") by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the "Applicable Cure Period"), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender’s sole discretion withhold Victor Valley Major Local Highways Program funds or Local Streets Program funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG’s Development Mitigation Fair Share Loans and Loan Repayment program under Victor Valley Major Local Highways Program Measure I Strategic Plan Policy 40013, sub-policy VVMLH-32;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower’s sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

**ARTICLE EIGHT—GENERAL PROVISIONS**

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally delivered, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City/Town of [Click here to enter text.](#)  
Attention: City Manager  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
Fax No.:[Click here to enter text.](#)

To: Lender

SANBAG  
Attention: Executive Director  
1170 W. Third Street  
San Bernardino, CA 92410  
Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement. Borrower's indemnification obligation applies to Lender's "active" as well as "passive" negligence but does not apply to Lender's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.10 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender’s security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and preparation of this Agreement. Therefore, the language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit “A” (Collateral) and Exhibit “B” (DIF Commitments) are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

CITY/TOWN OF [Click here to enter text.](#)

**SAN BERNARDINO COUNTY  
TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
[Click here to enter text.](#), Mayor

By: \_\_\_\_\_  
Ryan McEachron, Chair

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
[Click here to enter text.](#)  
City Attorney

\_\_\_\_\_  
Eileen Monaghan Teichert,  
General Counsel

ATTEST

By: \_\_\_\_\_  
[Click here to enter text.](#), City Clerk

\_\_\_\_\_  
Jeffery Hill, Procurement Manager

**EXHIBIT “A”**

**COLLATERAL FOR TERM LOAN AGREEMENT NO.** Click here to enter text.

1. Any and all of the City/Town of Click here to enter text. Uncommitted Development Impact Fees received by or to be received by the City/Town of Click here to enter text., including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City/Town of Click here to enter text. locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the commitments identified in Exhibit “B”.

2. [a. Any and all of City/Town of Click here to enter text. Measure I Local Streets Program funds up to the amount of Click here to enter text. (\$Click here to enter text.). Local Streets Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a pass-through mechanism directly to the City/Town of Click here to enter text. for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.][b. Any and all of City/Town of Click here to enter text. Measure I Victor Valley Major Local Highways Program funds up to the amount of Click here to enter text. (\$Click here to enter text.). Victor Valley Major Local Highways Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City/Town of Click here to enter text. for expenditure on Nexus Study major street and highway projects after allocation by the SANBAG Board of Directors.

**EXHIBIT “B”**

**DIF COMMITMENTS AND AMOUNTS**

Click here to enter text.

Attachment: Victor Valley Term Loan Agreement Template [Revision 12] (2393 : Victor Valley Term Loan Agreement Template)

## *Minute Action*

AGENDA ITEM: 4

**Date:** April 22, 2016

**Subject:**

Green Tree Boulevard Loan Agreement with the City of Victorville

**Recommendation:**

That the Mountain/Desert Policy Committee recommend the Board, acting in its capacity as the San Bernardino County Transportation Authority:

Approve Contract No. 16-1001481, a term loan agreement in an amount not to exceed \$12,541,940 with the City of Victorville for the Green Tree Boulevard Extension Project, pursuant to Victor Valley Policy 40013 VVMLH-32.

**Background:**

The City of Victorville (City) has requested that the San Bernardino County Transportation Authority (SANBAG) loan the City two-thirds of the estimated local Development Impact Fees (DIF) share for the Green Tree Boulevard Extension Project to facilitate project delivery. Per the terms of the loan program, the City will be responsible for one-third of the DIF share, or \$6,270,970, and SANBAG will loan two-thirds of the DIF share, or \$12,541,940. The loan, plus any accrued bonding costs that may be included in the loan if bonding is required, will be applied to the City's share of Victor Valley Major Local Highway Program funds.

The loan follows the Development Mitigation Fair Share Loans and Loan Repayment Program under Victor Valley Policy 40013/VVMLH-32 and the loan template dated May 4, 2016, recommended for Board approval. Besides the DIF loan principal amount, there are additional costs to the City. There is a \$2,750 loan fee for administrative costs and any costs associated with bonds incurred by SANBAG, including interest expense.

A preliminary analysis of Measure I Major Local Highway Program fund needs in the 2016 update to the Ten-Year Delivery Plan indicates that bonding will be necessary to accommodate this loan. SANBAG will bond for up to 2/3 of the loan share against the City's equitable share of Measure I Major Local Highway Program funds, with the debt service to be paid by those funds. DIF funds will reimburse the Major Local Highway Program fund as they are collected and will credit the City's equitable share of those funds.

Per the agreement, on an annual basis the City will transfer to SANBAG all uncommitted DIF collected in the prior fiscal year until the loan amount is paid in full. The total of Committed DIF as identified in Exhibit B is \$6.7 million plus 15% of future Road DIF revenue for Credit Agreement obligations.

In accordance with the term loan agreement and Policy 40013/VVMLH-32, if full repayment does not occur by the end of Measure I 2010-2040, the repayment obligation to the Major Local

*Entity: CTA*

Mountain-Desert Committee Agenda Item

April 22, 2016

Page 2

Highway Program will be considered fulfilled given that sufficient development has not occurred.

***Financial Impact:***

This item is consistent with the Fiscal Year 2015/2016 SANBAG Budget.

***Reviewed By:***

This item is not scheduled for review by any other policy committee or technical advisory committee. This item and the draft loan agreement have been reviewed by SANBAG General Counsel.

***Responsible Staff:***

Eric Jacobsen, Chief of Fund Administration and Programming

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Approved  
Mountain-Desert Committee  
Date: April 22, 2016

Witnessed By:

**Contract Summary Sheet**

**General Contract Information**

Contract No: 16-1001481 Amendment No.: 0 Vendor No.: 02324  
 Vendor/Customer Name: \_\_\_\_\_ City of Victorville Sole Source?  Yes  No  
 Description: Green Tree Boulevard Extension Term Loan Agreement  
 Start Date: 05/04/2016 Expiration Date: 6/30/2030 (est) Revised Expiration Date: \_\_\_\_\_  
 Has Contract Term Been Amended?  No  Yes - Please Explain \_\_\_\_\_  
 List Any Related Contracts Nos.: 15-1001115

Dollar Amount			
Original Contract	\$ 12,541,940.00	Original Contingency	\$ -
Revised Contract (Inclusive of Prior Amendments)	\$ -	Revised Contingency (Inclusive of Prior Amendments)	\$ -
Current Amendment	\$ -	Contingency Amendment	\$ -
TOTAL CONTRACT VALUE	\$ 12,541,940.00	TOTAL CONTINGENCY VALUE	\$ -
		TOTAL DOLLAR AUTHORITY (Contract Value and Contingency)	\$ 12,541,940.00

**Contract Authorization**

Executive Director Date: \_\_\_\_\_  
 Executive Director Action: \_\_\_\_\_  
 Board of Directors Date: 05/04/2016  
 Board of Directors Action: Approve Agreement No. 16-1001481 with City of Victorville

**Contract Management: Payable/Miscellaneous**

Invoice Warning: 20% Renewals: \_\_\_\_\_ Type:  Capital  PAA  Other  
 Retention: % Maximum Retention: \$ -  
 Services:  Construction  Intrgrnt/MOU/COOP  A & E Services  Other Professional Services  
 Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %

**Contract Management: Receivable**

E-76 and/or CTC Date \_\_\_\_\_ (Attach Copy)  Program Supplement No.: \_\_\_\_\_  
 Finance Letter  Reversion Date: \_\_\_\_\_  EA No.: \_\_\_\_\_

**All of the above MUST be submitted to FINANCE including originals, amendments and miscellaneous transaction changes**

**Additional Information**

Project Manager: Ellen Pollema

Attachment: 16-1001481 CSS Green Tree Term Loan [Revision 3] (2645 : Green Tree Boulevard Loan Agreement)

**MEASURE I VICTOR VALLEY SUBAREA MAJOR LOCAL HIGHWAYS PROGRAM**

**TERM LOAN AGREEMENT**

**(Policy 40013 VVMLH-32)**

**CITY OF VICTORVILLE**

**GREEN TREE BOULEVARD EXTENSION PROJECT**

**CONTRACT 16-1001481**

This Term Loan Agreement, nominally dated May 4, 2016, is entered into on the Effective Date by and between the City of Victorville (Borrower), and the San Bernardino County Transportation Authority (Lender). Borrower and Lender may, from time to time in this Agreement, be referred to individually as a “Party” and collectively as the “Parties.

**RECITALS**

- A. On January 6, 2016, Lender’s Board of Directors established a Development Mitigation Fair Share Loans and Loan Repayment program under VICTOR VALLEY MAJOR LOCAL HIGHWAYS PROGRAM Measure I Strategic Plan Policy 400013, sub-policy VVMLH-32.
- B. On February 11, 2015, Borrower and Lender entered into Contract No. 15-1001115 setting forth the funding and other obligations of Borrower and Lender for all phases of the Green Tree Boulevard Extension Project in the City of Victorville.
- C. Under Contract No. 15-1001115 Borrower is obligated to fund the Local Share of estimated Project Costs (defined below) which amount is currently estimated to be \$18,812,910 based upon projected 2019 construction costs.
- D. Pursuant to a separate Project Local Share funding agreement between Borrower, Town of Apple Valley (the “Town”) and the County of San Bernardino (the “County”) to be entered into prior to or simultaneously with this Agreement, Town and County are obligated to contribute to the Local Share as follows: Town is obligated to contribute \$3,981,600 based on the Nexus Study Fair Share of the La Mesa/Nisqualli interchange actual construction costs and the County is obligated to contribute an estimated amount of \$1,127,148 which amount is comprised of \$325,089 as established by the Nexus Study Fair Share for the La Mesa/Nisqualli

interchange and approximately \$802,029 which is the Nexus Study Fair Share for the estimated cost of the improvements within the County's jurisdiction related to the Project.

E. Borrower's obligations and Lender's rights under this Loan Agreement shall not be impaired, impacted or affected in any way by Town and County's performance, or failure to perform or make payments, under the Project Local Share funding agreement.

F. Borrower has requested that Lender loan Borrower two-thirds of the estimated Local Share of Project Costs (under the terms of sub-policy VVMLH-32) in an amount currently estimated to be \$12,541,940 from Borrower's Major Local Highway Program funds.

**In consideration** of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is acknowledged by the Parties to this Agreement, it is agreed as follows:

### ARTICLE ONE--DEFINITIONS

The following terms used in this Agreement shall have the meanings set out below and these definitions shall be applicable to both the singular and plural forms of the defined terms:

**Agreement** means this Term Loan Agreement, nominally dated May 4, 2016, entered into between Borrower and Lender, as it may be amended from time to time.

**Agreement Termination Date** means the date as described in Section 3.9.

**Bond Costs** means the pro rata share of any reasonable costs associated with the issuance of any bonds needed to fund Draws. Pursuant to Measure I Policy 40013, VVMLH-32, subsection L.6.j any additional cost of administration of the loan or the bond incurred by SANBAG will be included as a cost to be borne by the Borrower jurisdiction and may be included in the loan.

**Borrower** means the City of Victorville, a California city and municipal corporation.

**Collateral** means Borrower's Uncommitted Development Impact Fees and Victor Valley Major Local Highways Program funds up to the Loan Amount, as more fully described in Exhibit "A".

**Contract No. 15-1001115** means the Contract between the City of Victorville and the San Bernardino County Transportation Authority for the Plans Specifications and Estimate, Right-of-Way, and Construction Phases of Green Tree Boulevard Extension Project.

**Cost Buy-Down for Project** means Federal, State or other funds, besides Local Share and Public Share funds, which buy down the Project Costs pursuant to Victor Valley Major Local Highways Program Policy 40013 IV.J. after which Local Share and Public Share are applied.

**Development Impact Fees** or **DIF** means the revenues generated by Borrower's locally-adopted development financing mechanism to mitigate development's impacts on transportation by making fair share contributions for transportation facilities needed as a result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources.

**Development Mitigation Annual Report** means the annual report prepared by local jurisdictions in the urbanized areas of San Bernardino County as part of the SANBAG Development Mitigation Program that provides information on what development has occurred, the amount of development mitigation revenue collected and the amount of development mitigation revenue expended on projects contained in the Nexus Study.

**Draw** means an advance made by Lender from Borrower's Major Local Highways Program funds or Measure I bond funds in order to pay for the Local Share of Project Costs as part of the Loan Amount.

**Effective Date** means the date this Agreement is executed by Lender.

**Lender** means the San Bernardino County Transportation Authority.

**Lien** means any voluntary or involuntary security interest, mortgage, pledge, claim, charge, encumbrance, intra-fund borrowing commitment, covering all or any part of the Collateral.

**Loan Amount** means the total amount of all Draws outstanding and unpaid by Borrower, currently estimated to be \$12,541,940, but which amount will be adjusted when actual construction costs for the Project are known

**Loan Due Date** means the last day of the tenth (10<sup>th</sup>) year subsequent to the issuance of the Notice of Completion for the Project.

**Loan Fee** means Two-Thousand Seven Hundred Fifty Dollars (\$2,750) payable by Borrower to Lender for Lender's additional costs of administering the Term Loan.

**Local Share** means the sum of: (1) Project Costs minus Cost Buy-Down for Project, times the development contribution percentage set forth in the SANBAG Nexus Study (forty-nine percent (49%) for portions of the project within the City of Victorville and seventeen and eight-tenths percent (17.8%) for portions of the project within the County of San Bernardino. The Local Share is estimated to be \$18,812,910. Pursuant to a separate Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of , their portions of the Local Share.

**Local Share Project Cost Deposit** means one-third of the Local Share for the Project, which is currently estimated to be six million, two hundred seventy thousand, nine hundred seventy

dollars (\$6,270,970). Pursuant to a separate project local share Project Local Share funding agreement between Borrower, Town and County, Town and County are responsible to Borrower for payment of their portions of the Borrower's Local Share Project Cost Deposit. The funding source for the Local Share Project Cost Deposit is Development Impact Fees.

**Local Streets Program Funds** means the Measure I program in all subareas that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities including local streets, major highways, state highway improvements, freeway interchanges, transit, and other improvements/programs to maximize use of transportation facilities.

**Major Local Highways Program Policy** means the MLH Program Measure I 2010-2040 Strategic Plan set forth in Policy 40013 adopted by the SANBAG Board April 1, 2009, as revised July 7, 2010, March 4, 2015, and January 6, 2016.

**Measure I** means the one-half of one percent ( $1/2\%$ ) retail transactions and use tax statutorily dedicated to transportation planning, design, construction, operation and maintenance only, in San Bernardino County as authorized by the San Bernardino County voters' passage of Ordinance 89-01 in 1989 and reauthorized by the San Bernardino County voters' passage of Ordinance 04-01 in 2004.

**MLH** means Major Local Highways.

**Nexus Study** means that study approved by the SANBAG Board on February 3, 2016, and updated every two years, which sets forth the Local Share percentages for transportation improvements based on the estimates of Project Costs and the growth data provided by local jurisdictions.

**Person** means a natural person or a corporation, government entity or subdivision, agency, trust, estate, partnership, cooperative or association.

**Project** means the Green Tree Boulevard Extension Project in the City of Victorville, as more fully described in Contract No. 15-1001115.

**Project Costs** means the total cost of the Project, which are currently estimated to be \$41,263,000.

**Project Phase** means the Preliminary Engineering and Environmental Document, Plans, Specifications and Estimate work, Right-of-Way work, or Construction work for the Project.

**Public Share** means the share of Project Costs assigned as SANBAG’s contribution calculated as the Project Costs minus the Cost Buy-Down Funds and minus the Local Share for the Project.

**SANBAG** means the San Bernardino County Transportation Authority.

**Term Loan** means Lender’s lending of money to Borrower under the terms of this Agreement from the defined source of funds and for the defined purposes as more specifically described in Article Two.

**Uncommitted Development Impact Fees** means those Development Impact Fees received by or to be received by Borrower during the term of this Agreement for which, as of the Effective Date, Borrower has not made previous commitments as listed in Exhibit “B”.

**Victor Valley Major Local Highways Program or Major Local Highways Program** means the Measure I program in the Victor Valley subarea more fully described in Policy 40013 that provides funds through a reimbursement mechanism directly to local jurisdictions for expenditures incurred for components of any project allocated Victor Valley Major Local Highways Program funding by the SANBAG Board of Directors. The amount of Victor Valley Major Local Highways Program funds available to each jurisdiction in the Victor Valley subarea shall be approximately equivalent over the life of Measure I.

## ARTICLE TWO—TERM LOAN

2.1 Term Loan. On the terms and conditions set forth herein, Lender hereby agrees to lend the Loan Amount to Borrower for the purpose of assisting Borrower in satisfying its obligation to pay the Local Share of Project Costs. On or before the Agreement Termination Date (unless extended in accordance with Subarticle 3.7), Borrower promises to pay Lender the principal sum of the Loan Amount.

2.2 Term Loan Draws. As the Project moves forward, Borrower shall send an invoice to SANBAG with adequate documentation as required by Measure I policies, not more frequently than monthly, invoicing SANBAG for two-thirds of the Local Share of Project Costs incurred by Borrower to date. Lender shall make a payment to Borrower which shall be a Draw in an amount equal to the invoiced amount. Each Draw shall become principal on the Loan Amount, and the Source of Loan Draws shall be reduced by the amount of the Draw. The total of all Draws shall not exceed the Loan Amount.

2.3 Source of Loan Draws. The sole sources of any Draws shall be Borrower’s Victor Valley Major Local Highways Program funds or Measure I bond funds.

2.4 Use of Proceeds. Measure I strictly limits the recipients of, the projects eligible for, and the uses of Measure I proceeds, including Victor Valley Major Local Highways Program and

Local Streets Program funds. Borrower understands and agrees that Draws paid shall be used by Borrower solely for payment of the Local Share of Project Costs, and Draws shall not be paid directly to Borrower's creditors, assigns, or any Person, and shall not be used for any purpose unauthorized by Measure I.

### **ARTICLE THREE—GENERAL CREDIT PROVISIONS**

3.1 Conditions Precedent. As conditions precedent to Lender making the Term Loan to Borrower, Borrower shall:

3.1.1 Pay Lender the Loan Fee upon Borrower's execution of this Agreement; and

3.1.2 Intentionally Omitted

3.1.3 Deliver to Lender a certified copy of a Resolution of Borrower's legislative body: authorizing execution of this Agreement by Borrower's duly authorized representative; and approving this Agreement and the amount of Bond Costs, if any, to be allocated to Borrower.

3.2 Records of Draws. Draws shall be evidenced by entries in accounting records maintained by Lender.

3.3 Collateral. Borrower shall grant Lender a first priority Lien in the Collateral, as more fully described in Exhibit "A". Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its Lien in the Collateral.

3.4 Repayment of Loan Amount.

3.4.1 Borrower shall repay the Loan Amount to Lender by the following means: Not later than September 30 of each year after the first Draw has been made by Lender, Borrower shall transfer to Lender all Uncommitted Development Impact Fees collected by Borrower in the prior Fiscal Year until the Loan Amount is paid in full.

3.4.2 Borrower shall commence repayment of the Loan Amount on the earlier of the date Borrower receives Uncommitted Development Impact Fees or the date Borrower issues a Notice of Completion of the Project.

3.4.3 All payments of the Loan Amount received by Lender shall be entered in SANBAG's records as a reduction of the Loan Amount.

3.5 Release of Funds. Within thirty (30) calendar days after Lender's receipt of a Term Loan payment from Borrower, Lender shall reduce the allocation of Victor Valley Major Local Highways Program funds to this Project that have been paid as a Draw under Subarticle 2.2 in an amount equal to Borrower's Term Loan payment, and these released funds will be available

for future allocation by the SANBAG Board of Directors to Borrower's other MLH-eligible projects.

3.6 Loan Due Date. The remaining balance of the Loan Amount shall be due and payable upon the Loan Due Date.

3.7 Loan Extension. If the Loan Amount is unpaid ninety (90) calendar days prior to the Loan Due Date and Borrower is not in breach of this Agreement, Borrower and Lender shall negotiate in good faith an extension of the Loan Due Date as is necessary to enable Borrower to repay the Loan Amount from Uncommitted Development Impact Fees.

3.8 Expiration of Measure I. If the Loan Amount is not paid in full as of the expiration date of Measure I due to insufficient Uncommitted Development Impact Fees collected by Borrower, Borrower's obligations to make any further Term Loan payments shall cease, this Agreement shall terminate, and Lender shall release its security interest in the Collateral.

3.9 Agreement Termination. This Agreement shall terminate upon the earliest to occur of 1) repayment in full of the Term Loan; 2) termination of the Agreement pursuant to Section 7.2; or 3) the expiration of Measure I.

3.10 Bond Costs. Borrower agrees that: 1) Bond Costs are not included in the Loan Amount; 2) Bond Costs will be paid from the Major Local Highway Program fund; and 3) the availability of the Major Local Highway Program funds for Borrower's other projects will be reduced by the amount of the Bond Costs.

#### **ARTICLE FOUR—REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that as of the Effective Date and the dates of each of the Draws:

4.1 Authorization, Validity and Enforceability. The execution, delivery and performance of this Agreement are within Borrower's powers, have been duly authorized, and are not in conflict with Borrower's charter (if applicable), and this Agreement constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms.

4.2 Compliance with Applicable Laws. Borrower has complied with its charter (if applicable), all laws, ordinances, and other governmental regulations now or later in force and effect in entering into this Agreement.

4.3 No Conflict. The execution, delivery, and performance by Borrower of the terms of this Agreement are not in conflict with any law, rule, regulation, order or directive, or any indenture, agreement, or undertaking to which Borrower is a party or by which Borrower may be bound or affected.

4.4 No Litigation, Claims or Proceedings. There is no litigation, claim, proceeding or dispute pending, or to the knowledge of Borrower, threatened against or affecting the Collateral or Borrower's ability to enter into this Agreement, except as disclosed in writing to Lender prior to the Effective Date.

4.5 Correctness of Financial Statements. Borrower's Comprehensive Annual Financial Report for Fiscal Year 2014/2015 which has been delivered to Lender fairly and accurately reflects Borrower's financial condition as of June 30, 2015 and since that date, there has been no material adverse change in Borrower's financial condition.

4.6 DIF Commitments list. Borrower represents and warrants to Lender that the DIF Commitments list, attached to this Agreement as Exhibit "B", is a true, correct and complete listing of commitments and amounts of commitments of Development Impact Fees as of the Effective Date of this Agreement.

4.7 Reaffirmation of Representations. Each Draw accepted by Borrower shall be deemed a confirmation by Borrower that all representations and warranties contained herein or otherwise made by Borrower to Lender are then accurate in all material respects as though made on the date of such Draw.

4.8 Continuing disclosure. The Borrower shall notify the Lender of potential bankruptcies, changes in general fund balances or revenues greater than 20% from the prior year, operational changes that impact the Borrower's budget by greater than 20% and any new debt issuances.

4.9 Title to Collateral. Except as disclosed to Lender pursuant to this Agreement, Borrower has good and clear title to the Collateral, and the Collateral is not subject to any Liens.

#### **ARTICLE FIVE—AFFIRMATIVE COVENANTS**

During the term of this Agreement and until its performance of all obligations to Lender, Borrower promises and will:

5.1 Notice to Lender. Promptly give notice to Lender of:

5.1.1 Any litigation or threatened litigation or administrative or regulatory proceeding arising out of or related to this Agreement;

5.1.2 Any Event of Default; and

5.1.3 Receipt of Uncommitted Development Impact Fees, including the sources and amounts of the Uncommitted Development Impact Fees received through submission of its Development Mitigation Annual Report.

5.2 Borrower grants Lender a first position security interest in the Collateral. Borrower shall execute all such documents as Lender deems useful or necessary from time to time to perfect and maintain its first position security interest in the Collateral.

5.3 Records. Maintain adequate books, papers, records, accounting records, files, reports, and all other material relating to the Project and the Development Impact Fees. Borrower shall, upon request, make all such materials available to Lender or its designee at any reasonable time during the term of the Contract and for three (3) years from the Agreement Termination Date for auditing, inspection, and copying.

5.4 Five-Year Measure I Capital Project Needs Analysis Disclosure. Include in its Five-Year Measure I Capital Project Needs Analysis the amount of this Loan, the use of the Loan funds and the Borrower's plan for repayment of the Loan.

5.5 Intentionally Omitted

5.6 General Credit Provisions. Comply with and perform all of Borrower's payment and other obligations under Article Two - Term Loan, and Article Three - General Credit Provisions.

5.7 Compliance with Laws. Comply with all laws, rules, regulations, orders or directives of any governmental or regulatory authority and with all material agreements to which Borrower is a party, that relate to or impact Borrower's performance under this Agreement.

5.8 Insurance. To include in all contracts between Borrower and contractors for the Project the requirement that SANBAG be named as an additional insured under general liability insurance policies maintained by the contractor for the Project.

## **ARTICLE SIX—NEGATIVE COVENANTS**

During the term of this Agreement and until the performance of all obligations to Lender, Borrower will not, without prior written consent of Lender:

6.1 Liens. Create, incur, assume or permit to exist any Lien, or grant any other Person or entity a pledge, in any of the Collateral, except Liens in favor of Lender pursuant to Subarticle 3.3.

6.2 Transfer of Collateral. Borrower covenants not to directly or indirectly assign, transfer, pledge, convey, hypothecate or encumber the Collateral in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement.

6.3 Non-Assignment of Agreement. Borrower shall not assign this Agreement in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. SANBAG's exercise of consent shall be within its sole discretion. Any purported assignment without SANBAG's prior written consent shall be void and of no effect, and shall constitute a material breach of this Agreement. Subject to the foregoing, the provisions of this Agreement shall extend to the benefit of and be binding upon the successors and assigns of the Parties.

## ARTICLE SEVEN—EVENTS OF DEFAULT

7.1 Event of Default. An event of default is any breach or default of any covenant, representation or warranty of this Agreement which can be cured by the payment of money and which either Party does not cure within a fifteen (15) calendar day period commencing on the date when such amount was due and payable (“Monetary Event of Default”); or any other breach or default (“Non-Monetary Event of Default”) by either Party of any covenant, representation or warranty of this Agreement which is not a Monetary Event of Default or which is not defined in this section and which the defaulting Party does not cure within a thirty (30) calendar day period commencing on the date of the occurrence of the breach or default (the “Applicable Cure Period”), or in the event such Event of Default cannot reasonably be cured within such time, which the defaulting Party does not commence to cure within the Applicable Cure Period and thereafter diligently and continuously proceed with such cure to completion and complete the same within a period determined to be reasonable by the non-defaulting Party.

7.2 Remedies. Upon the occurrence of any uncured Event of Default, the following shall apply:

7.2.1 At Lender's sole discretion, Lender may take any or all of the following actions:

7.2.1.1 cease making further Draws;

7.2.1.2 at Lender's sole discretion withhold Victor Valley Major Local Highways Program funds or Local Streets Program funds equivalent to the Loan Amount outstanding at the time of Default;

7.2.1.3 terminate this Agreement, without further notice to Borrower;

7.2.1.4 pursue proceedings at law or equity to recover the Collateral or to otherwise enforce the terms of this Agreement against Borrower;

7.2.1.5 disqualify Borrower from further participation in SANBAG's Development Mitigation Fair Share Loans and Loan Repayment program under Victor Valley Major Local Highways Program Measure I Strategic Plan Policy 40013, sub-policy VVMLH-32;

7.2.1.6 exercise any and all rights and remedies available at law or equity.

7.2.2 At Borrower's sole discretion, Borrower may take any or all of the following actions:

7.2.2.1 terminate this Agreement, without further notice to Lender;

7.2.2.2 pursue proceedings at law or equity to enforce the terms of this Agreement against Lender.

7.2.3 In the event of any litigation, whether in a court of law, administrative hearing, arbitration, or otherwise, arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

## **ARTICLE EIGHT—GENERAL PROVISIONS**

8.1 Notices. Any notice given by any Party to this Agreement shall be in writing and personally deliver, deposited in the United States mail, postage prepaid, or sent by facsimile transmission, and addressed as follows:

To: Borrower

City of Victorville  
Attention: City Manager  
14343 Civic Drive  
Victorville, CA 92393  
Fax No.:(760) 245-7243

To: Lender

SANBAG  
Attention: Executive Director  
1170 W. Third Street  
San Bernardino, CA 92410  
Fax No.: (909) 885-4407

Each Party may change the address to which notices, requests and other communications are to be sent by giving written notice of such change to each other Party.

8.2. No Waiver. Any waiver, permit, consent or approval by a Party of any Event of Default or breach of any provision, representation, warranty or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach or default shall be deemed a waiver of any later breach or default of the same or any other provision of this Agreement. Any failure or delay on the part of a Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

8.4 Rights Cumulative. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any other rights or remedies available under this Agreement or applicable law.

8.5 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable, shall be so only as to the extent of such prohibition or unenforceability, but all the remaining provisions of the Agreement shall remain valid and enforceable.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.7 Indemnification. Neither Lender nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by Borrower under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Borrower shall fully defend, indemnify and save harmless Lender, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Borrower under or in connection with any work, authority or jurisdiction delegated to Borrower under this Agreement. Borrower's indemnification obligation applies to Lender's "active" as well as "passive" negligence but does not apply to Lender's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

8.8 Reimbursement. Borrower shall reimburse Lender for all costs and expenses expended or incurred by Lender in any arbitration, judicial reference, legal action, or otherwise in connection with: (i) collecting any sum which becomes due Lender under this Agreement, or (ii) the protection, preservation or enforcement of any rights of Lender under this Agreement.

8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute but one agreement.

8.10 Further Assurances. At any time and from time to time upon the request of Lender, Borrower will execute and deliver such further documents and do such other acts as Lender may reasonably request in order to effect fully the purposes of the Agreement and provide for the payment of the Loan and preservation of Lender's security interest in the Collateral.

8.11 Headings. The headings and captions of Articles and subarticles of this Agreement are for the convenience of reference only and shall not constitute a part of the text nor alter or otherwise affect the meaning thereof.

8.12 Construction of Agreement. Both Parties have been represented or had the full opportunity to be represented by legal counsel of their own choosing in the negotiation and

preparation of this Agreement. Therefore, the language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either Party.

8.13 Exhibits. Exhibit “A” (Collateral) and Exhibit “B” (DIF Commitments) and are attached to and incorporated into this Agreement by this reference.

8.14 Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement and therefore contains the entire agreement between the Parties and supersedes all prior understandings or agreements, written or oral, concerning the subject matter hereof. All previous proposals, offers, and other communications, written or oral, relative to this Agreement, are superseded except to the extent that they have been incorporated into this Agreement.

8.15 Amendments. This Agreement may be amended only in a writing duly authorized and executed by both Borrower and Lender. .

-----SIGNATURES ON FOLLOWING PAGE-----

Attachment: 16-1001481 Green Tree Loan Agreement (2645 : Green Tree Boulevard Loan Agreement)

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement below.

**CITY OF VICTORVILLE**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Gloria Garcia, Mayor

By: \_\_\_\_\_  
Ryan McEachron, Chair

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

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

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Andre de Bortnowsky  
City Attorney

\_\_\_\_\_  
Eileen Monaghan Teichert,  
General Counsel

ATTEST

By: \_\_\_\_\_  
Carolee Bates, City Clerk

\_\_\_\_\_  
Jeffery Hill, Procurement Manager

Attachment: 16-1001481 Green Tree Loan Agreement (2645 : Green Tree Boulevard Loan Agreement)

**EXHIBIT “A”****COLLATERAL FOR TERM LOAN AGREEMENT NO. 16-1001481**

1. Any and all of the City of Victorville Uncommitted Development Impact Fees received by or to be received by the City of Victorville, including the proceeds from and interest on such fees and accounts into which such fees are deposited. Uncommitted Development Impact Fees are the revenues generated by City of Victorville locally-adopted development financing mechanism to mitigate development’s impacts on transportation by making fair share contributions for transportation facilities needed as result of development, as required by Measure I, including without limitation proceeds from a Community Facilities District or other development-based sources, but do not include such revenues generated to pay the development share for the commitments identified in Exhibit “B”.
  
2. Any and all of City of Victorville Measure I Victor Valley Major Local Highways Program funds up to the amount of twelve million, five hundred forty-one thousand, nine hundred forty dollars (\$12,541,940). Victor Valley Major Local Highways Program funds means the San Bernardino County Transportation Authority-administered Measure I program that provides funds through a reimbursement mechanism directly to the City of Victorville for expenditure on Nexus Study major street and highway projects after allocation by the SANBAG Board of Directors.

## EXHIBIT "B"

## DIF COMMITMENTS AND AMOUNTS

ITEM	DIF COMMITTED PROJECT	DIF AMOUNT COMMITTED	STATUS (Phase)
1	I-15 / La Mesa / Nisqualli Interchange	\$ 6,441,786	Construction
2	Tract 17131 Legacy Homes DIF Credit Agreement	\$ 178,638	
3	Tract 17133 Legacy Homes DIF Credit Agreement	\$ 106,461	
4	15% set-aside of future Road DIF revenue for future Credit Agreement obligations	\$ TBD	-
	<b>TOTAL</b>	\$ 6,726,885+	

Attachment: 16-1001481 Green Tree Loan Agreement (2645 : Green Tree Boulevard Loan Agreement)

**MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2016**

<b>Name</b>	<b>Jan</b>	<b>Feb</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<b>Rich Kerr</b> City of Adelanto			**									
<b>Curt Emick</b> Town of Apple Valley	X*	X*	**									
<b>Julie McIntyre</b> City of Barstow			**									
<b>Bill Jahn</b> City of Big Bear Lake	X	X	**									
<b>Eric Schmidt</b> City of Hesperia	X	X	**									
<b>Ed Paget</b> City of Needles	X	X	**									
<b>Joel Klink</b> City of Twentynine Palms	X	X	**									
<b>Ryan McEachron</b> City of Victorville	X	X	**									
<b>George Huntington</b> Town of Yucca Valley	X	X	**									
<b>Robert Lovingood</b> County of San Bernardino	X	X	**									
<b>Janice Rutherford</b> County of San Bernardino			**									
<b>James Ramos</b> County of San Bernardino			**									

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet  
x\*Alternate Attended

\*\*\* New SANBAG Board Member

X = Member attended meeting.  
MDCatt16.doc

Empty box = Member did not attend meeting

Crossed out box = Not a Board Member at the time.

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

*San Bernardino Associated Governments*



**MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996